



**AMENDED AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JULY 5, 2017
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE / INVOCATION

Invocation by Baptist Medical Center Nassau Chaplain James Tippins.

**4. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE
CONSENT AGENDA**

5. CONSENT AGENDA

5.1. **AGREEMENT AMENDMENT – FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - RESOLUTION 2017-95 APPROVING THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the Amendment to the Traffic Signal Maintenance and Compensation Agreement between the City of Fernandina Beach and FDOT.*

5.2. **AGREEMENT EXTENSION - FIRST COAST COMMUNITY BANK - RESOLUTION 2017-96 EXTENDING THE MASTER BANKING SERVICES AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Extends the Master Banking Services Agreement with First Coast Community Bank, a division of Synovus, for one year.*

5.3. **BUDGET AMENDMENT - STREETS/PARKS DEPARTMENT - RESOLUTION 2017-97 APPROVING AN AMENDMENT TO THE MAINTENANCE – STREETS/PARKS BUDGET FOR FISCAL YEAR 2016/2017; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves a budget transfer of \$36,000 from the Streets/Parks Professional Services account to the: Streets/Parks Contractual account; Street/Parks Operating Supplies account; and Streets/Parks Overtime account.*

5.4. **FACILITIES USE AGREEMENT - DRIVING DYNAMICS, INC. - RESOLUTION 2017-98 APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT DEFENSIVE DRIVER SAFETY TRAINING; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves a Facilities Use Agreement with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport.*

6. RESOLUTIONS

- 6.1. **PAYMENT APPROVAL - PRITCHETT TRUCKING, INC. - RESOLUTION 2017-99** APPROVING AN ADDITIONAL PAYMENT RELATED TO BID # 16-16 IN THE AMOUNT OF \$17,879.63 TO PRITCHETT TRUCKING, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves payment to Pritchett Trucking, Inc. for material delivered in an additional amount of \$17,879.63.*
- 6.2. **FACILITIES USE AGREEMENT - RS COLLECTOR AUTOMOBILE AUCTIONS - RESOLUTION 2017-100** AUTHORIZING THE USE OF AIRPORT PROPERTY BY RS COLLECTOR AUTOMOBILE AUCTIONS IN CONJUNCTION WITH ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENT IN MARCH, 2018; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the use of Airport property for the RS Collector Automobile Auctions event to be held on March 8-10, 2018, along with the Facilities Use Agreement.*
- 6.3. **SOLE SOURCE PURCHASE APPROVAL - INTERNATIONAL CODE COUNCIL (ICC) - RESOLUTION 2017-104** APPROVING THE SOLE SOURCE PURCHASE OF PLAN REVIEW SERVICES FOR THE BUILDING DEPARTMENT FROM THE INTERNATIONAL CODE COUNCIL (ICC); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the sole source purchase of plan review services for the Aspire at Amelia project from ICC in the amount of \$24,255.00.*
- 6.4. **GRANT APPLICATION APPROVAL - BOATING INFRASTRUCTURE GRANT PROGRAM (BIG-P) - RESOLUTION 2017-105** AUTHORIZING THE SUBMISSION OF A BOATING INFRASTRUCTURE GRANT PROGRAM (BIG-P) APPLICATION TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) TO EXPAND THE EXISTING FERNANDINA HARBOR MARINA TO THE NORTH AND IMPROVE THE OVERALL FACILITIES FOR TRANSIENT BOATERS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the submittal of a BIG-P application to the FWC in the amount of \$1,500,000 and agrees to provide a 51.4% match in the amount of \$1,585,695 for expansion northward of the Fernandina Harbor Marina.*
- 6.5. **AUTHORIZATION TO DEFEND - DR. RONALD "CHIP" ROSS - RESOLUTION 2017-106** AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of if necessary, and defend the City of Fernandina Beach in the matter of Ronald "Chip" Ross v. City of Fernandina Beach, Case No.: 2017-003286GM in the Fourth Judicial Circuit Court in and for Nassau County, Florida.*
- 6.6. **REJECTION OF RESPONSES - RFQ # 17-01 - RESOLUTION 2017-107** REJECTING ALL RESPONSES TO RFQ # 17-01 FOR WATERFRONT CONSULTANTS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Rejects all responses to RFQ #17-01 for waterfront consultants.*

7. ORDINANCE - SECOND READING

- 7.1. **CODE AMENDMENT - BEACH DRIVING PERMITS - ORDINANCE 2017-18** AMENDING ARTICLE II, BEACHES, SECTION 90-48 BY PROVIDING FOR SPECIAL BEACH DRIVING PERMITS FOR DISABLED PERSONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends Section 90-48 of the City Code pertaining to special beach driving permits for disabled persons.*

8. BOARD APPOINTMENT

8.1. **PLANNING ADVISORY BOARD** - *one appointment.*

9. CITY COMMISSION DISCUSSION ONLY (NO ACTION)

9.1. **ENTERPRISE FUNDS** - *This item is placed on the agenda at the request of Commissioner Smith.*

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. ADJOURNMENT

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- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
 - THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
 - ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
 - THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
 - SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.
 - PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.
 - *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.
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Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Agreement Amendment - Florida Department of Transportation (FDOT)

2017-95

ITEM TYPE: Consent Agenda

REQUESTED ACTION: Adopt Resolution 2017-95

SYNOPSIS: For many years the City has entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation which allows the City to be reimbursed for maintaining traffic signals throughout the City.

The Florida Department of Transportation provided an amendment to the agreement where compensation will be a lump sum payment annually detailed in Exhibit "A" of the Traffic Signal Maintenance and Compensation Agreement.

FISCAL IMPACT: Reimbursement funds will be deposited into Streets Signage Costs 0014100 54941.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt proposed Resolution 2017-95.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date: 06/28/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to obtain reimbursement on an annual basis for maintenance of traffic signals and highway lighting on the state highway system located throughout the City of Fernandina Beach, Florida as offered by the Florida Department of Transportation (FDOT); and

WHEREAS, the City of Fernandina Beach, Florida, and the Florida Department of Transportation (FDOT) wish to amend the Traffic Signal Maintenance and Compensation Agreement which allows the City of Fernandina Beach, Florida, to be reimbursed by the Florida Department of Transportation in the amount shown in Exhibit "A" of said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Amendment to the Traffic Signal Maintenance and Compensation Agreement, attached hereto as Exhibit "A", between the City of Fernandina Beach and the Florida Department of Transportation (FDOT).

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the agreement upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 5th day of July, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

Resolution 2017-95
Exhibit A

CONTRACT NO.	<u>ARV53</u>
FINANCIAL PROJECT NO.	<u>41353218809</u>
F.E.I.D. NO.	<u>F596000317017</u>
AMENDMENT NO.	<u>2</u>

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Fernandina Beach, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on 10/4/16 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"). (Resolution 2016-113)

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

Print/Type Name: Jerry Ausher

Title: District Traffic Operations Engineer

Legal Review: _____

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation**

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY 2018										
Effective Date: from 07/01/2017 to 06/30/2018										
CITY OF FERNANDINA BEACH										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR200, (A1A)/S. 8TH ST.) at LIME STREET		\$4,622								\$4,622
SR200, (A1A) at GUM ST.		\$4,622								\$4,622
SR200, (A1A) at BEECH ST.		\$4,622								\$4,622
SR200, (A1A/N. 8TH ST.) at SR200/A1A ATLANTIC AVE.		\$4,622								\$4,622
SR200, (A1A, ATLANTIC AVE.) at S. 14TH ST.	\$3,216									\$3,216
SR 200/A1A at CITRONA DR.				\$643						\$643
SR200, (A1A, ATLANTIC AVE.) at SR105/A1A N. FLETCHER AVE.	\$3,216									\$3,216
SR105/A1A at JASMINE ST.			\$805							\$805

District Traffic Operations Engineer _____ Date _____

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Agreement Extension - First Coast Community Bank

2017-96

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-96

SYNOPSIS: City staff is very satisfied with the customer service from First Coast Community Bank and the Bank has agreed to the identical cost, terms and conditions as per the initial Agreement.

Attached as a reference is a copy of Resolution 2012-109.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-96.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date:06/28/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-96

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, EXTENDING THE MASTER BANKING SERVICES AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution 2012-109 on July 17, 2012, to enter into a Master Banking Services Agreement with First Coast Community Bank, a division of Synovus; and

WHEREAS, the agreement was for an initial term of five years with two one-year renewal options; and

WHEREAS, City staff recommends exercising the first of the two one year extensions keeping the same costs, terms and conditions provided for in the initial five year period of the Agreement; and

WHEREAS, the new expiration date for the Agreement is July 17, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, that:

SECTION 1. The City Commission hereby approves extending the Master Banking Services Agreement (attached hereto as Exhibit "A") with First Coast Community Bank, a division of Synovus, for one year and authorizes the City Manager, City Attorney, and City Clerk to execute the extension.

SECTION 2. This Resolution shall be effective immediately upon passage.

ADOPTED this 5th day of July, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Commissioner - Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

Extension of Agreement Based on Mutual Agreement

Whereas, this agreement for Master Banking Services was entered into between the City of Fernandina Beach and First Coast Community Bank, a division of Synovus on July 17, 2012; and

Whereas, this agreement was approved by the City Commission of the City of Fernandina Beach on Resolution 2012-109; and

Whereas, the City continues to have a need for the product/service provided under this agreement; and

Whereas, the second paragraph of the approved agreement provides for a five year initial period with two (2)one(1)year renewals by the mutual agreement of the parties, for a total potential length of seven (7) years. The Bank shall provide services during the first, optional one-year renewal period at the same costs, terms and conditions provided for in the initial five-year period of the Agreement. The second one-year renewal may be negotiated; and

Whereas, the parties to this contract desire to extend the existing agreement for the first one year term based on the same costs, terms and conditions.

Now, therefore, the parties agree as follows:

1. That this agreement for Master Banking Services with First Coast Community Bank, a division of Synovus, is hereby extended for one (1) additional year.

2. That all terms and condition of the agreement remain in full force and effect.

3. That the new expiration date for this agreement is July 17, 2018.

4. That the original Master Banking Agreement is attached hereto as Exhibit A.

CITY OF FERNANDINA BEACH

FIRST COAST COMMUNITY BANK,
A division of Synovus

By: _____
Its: _____


By: David A. Keay
Its: Vice President

ATTEST:

WITNESS:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

FUNDING SOURCE: 0011300 55200 Finance Operating Expenses

APPROVED AS TO FUNDING AVAILABILITY:

FINANCE DEPARTMENT

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2012-~~109~~Awarding RFP #12-103 for Banking Services to First Coast Community Bank

DEPARTMENT: Finance

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☒ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2012- 109

SUMMARY: The current banking services contract with First Coast Community Bank, a Synovus bank, expires on September 30, 2012. The City developed and advertised RFP # 12-103 pursuant to City policies and procedures for banking services and received four (4) responses. After evaluating the proposals, the Banking Services RFP Evaluation Committee is recommending that First Coast Community Bank continue providing banking services to the City of Fernandina Beach.

Included in this agenda item are the minutes of the RFP Evaluation Committee's May 8th meeting regarding the final recommendation. This resolution also authorizes the execution of all documentation related to the award.

RATIONALE: The City requires banking services and the current agreement was set to expire on September 30, 2012.

FISCAL IMPACT: None **Supporting Documents include:**

- Master Banking Agreement
- Synovus Treasury Management Services Agreement
- RFP Evaluation Committee Minutes

CITY ATTORNEY COMMENTS: No additional comments.

DEPARTMENT HEAD	Submitted: Patti Clifford Controller	<i>Ptc</i>	Date: 7/3/12
	Requested Agenda – Regular Meeting		Date: 7/17/12
FINANCE DEPARTMENT	Approved as to Budget Requirements	N/A	Date: 7/11/12
CITY ATTORNEY	Approved as to Form	TEB	Date: 7/11/12
CITY MANAGER	Approved Agenda Item For	7-17-12 <i>he B</i>	Date: 7-11-12

COMMISSION ACTION: ☐ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Postponed to Time Certain
☐ Other ☐ Tabled

I. Call to Order

Accounting Supervisor Janet Harris called the meeting to order at 2:10 pm.

II. Roll Call

Members present: Ms. Janet Harris, Mr. Mike Spino and Ms. Elisha Mock

Others present: Purchasing Agent Deni Murray.

III. Approval of Minutes from April 10th Meeting.

A motion was made by Member Spino and seconded by Member Harris to approve the minutes from the April 10th meeting. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

IV. Discuss the RFP Evaluation Scores.

Purchasing Agent Deni Murray passed out the committees combined scores. The ranking prior to discussions was FCCB and First Federal tied for first then SunTrust and Compass. The committee discussed the criteria and prepared an estimated Interest vs. Service Fees chart (See Analysis). After the analysis the ranking was FCCB, First Federal, SunTrust, and Compass.

V. Make Final Decision

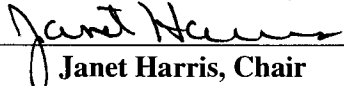
Member Harris made a motion to award the banking RFP to First Coast Community Bank this was seconded by Member Spino. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

VI. Other Business

There were no items for discussion under Other Business.

VII. Adjournment

There being no further business to come before the Bank RFP Evaluation Committee, was adjourned at 4:30 pm.

APPROVED BY: 
Janet Harris, Chair

RESOLUTION 2012- 109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ADOPTING THE RECOMMENDATION OF THE BANKING SERVICES COMMITTEE; AWARDING RFP # 12-103 TO FIRST COAST COMMUNITY BANK TO PROVIDE BANKING SERVICES; AUTHORIZING EXECUTION OF DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current banking services contract expires September 30, 2012 and as a result, City staff developed and issued a Request for Proposal (RFP) in March 2012, and established a Banking Services RFP Evaluation Committee; and

WHEREAS, after careful review of the four responses, the Banking Services RFP Evaluation Committee unanimously recommends First Coast Community Bank to continue as the City's provider of banking services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

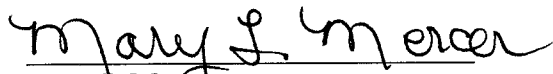
SECTION 1. The City Commission hereby adopts the recommendation of the Evaluation Committee and awards RFP # 12-103 to First Coast Community Bank to continue as the City's banking services provider.

SECTION 2. The City Commission hereby authorizes the execution of all pertinent agreements with First Coast Community Bank by the City Manager and City Clerk after review and approval by the City Attorney including but not limited to: Master Banking Agreement; Synovus Treasury Management Services Agreement which includes the listing of Authorized Representatives; Corporate Resolution; ACH Origination Agreement; Imaging Agreement; Lock Box Agreement; Positive Pay Agreement; Daily Sweep Services Agreement; Funds Transfer Agreement; ZBA Agreement; Business On-Line Agreement; Funds Availability Agreement; Remote Express Deposit Agreement; Merchant Electronic Check Recovery Agreement; and any other related and/or required documents to effectuate the purposes of this Resolution.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 17th day of July, 2012.

ATTEST:


Mary L. Mercer
City Clerk

CITY OF FERNANDINA BEACH


Arlene R. Filkoff
Mayor-Commissioner

APPROVED AS TO FORM:


Tammi E. Bach
City Attorney

**CERTIFIED RESOLUTIONS
OF CORPORATION, PUBLIC CORPORATION OR OTHER
GOVERNMENTAL ENTITY, UNINCORPORATED NONPROFIT
ASSOCIATION OR RELIGIOUS SOCIETY FOR
CORPORATE TREASURY MANAGEMENT SERVICES AGREEMENT**

I HEREBY CERTIFY that I am the Secretary/ _____ of City of Fernandina Beach, a corporation/public corporation or other governmental entity/association/religious society organized and existing under the laws of the State of Florida.

I FURTHER CERTIFY that a meeting of the board of directors/governing body of the corporation/public corporation or other governmental agency/association/religious society was duly called and held in accordance with applicable state law at its office in the City of Fernandina Beach and State of Florida on the 17th day of July, 2012, that at said meeting a quorum was present and voting throughout, and that the following resolutions were duly adopted:

RESOLVED, that the president, any vice president, _____ (title) and _____ (title) and _____ (title) (the "Authorized Officers/Members") of the corporation/public corporation or other governmental entity/association/religious society, and any one of them, are hereby authorized and directed to execute, in the name of and on behalf of the corporation/public corporation or other governmental entity/association/religious society, the TREASURY MANAGEMENT SERVICES AGREEMENT with First Coast Community Bank, a division of Synovus Bank (the "Bank"), in substantially the form of the agreement incorporated herein by reference, the provisions of which agreement are hereby approved;

RESOLVED FURTHER, that the execution of the TREASURY MANAGEMENT SERVICES AGREEMENT as provided for in these resolutions shall constitute the certification by such Authorized Officer/Member as to the genuineness of the signatures of the authorized representatives (the "Authorized Representatives") of the corporation/public corporation or other governmental entity/association/religious society set forth in such TREASURY MANAGEMENT SERVICES AGREEMENT and of their due authorization to act on behalf of the corporation/public corporation or other governmental entity/association/religious society thereunder, and that such certification shall be binding on the corporation/public corporation or other governmental entity/association/religious society, and Bank shall be fully protected in relying at any time upon the then-current list of Authorized Representatives so certified and in refusing to honor the actions of any person not at the time on such list;

RESOLVED FURTHER, that the Authorized Officers/Members and the Authorized Representatives, and any one of them, are hereby authorized and empowered to designate by name or by title, from time to time, the officers/members and employees who are to act as agents of the corporation/public corporation or other governmental entity/association/religious society (the "Authorized Users") pursuant to the TREASURY MANAGEMENT SERVICES AGREEMENT, and are hereby directed to certify to Bank the names and to attest to the genuineness of the signatures of any Authorized Users so designated, and Bank shall be fully protected in relying at any time upon the then-current list of Authorized Users so certified and in refusing to honor the actions of any person not at the time on such list;

RESOLVED FURTHER, that the Authorized Officers/Members and the Authorized Representatives, and any one of them, are hereby authorized to execute from time to time in the name of and on behalf of the corporation/public corporation or other governmental entity/association/religious society, any addendum or supplement to or amendment of the TREASURY MANAGEMENT SERVICES AGREEMENT (including, without limitation, the Business Internet Banking Agreement, the ACH Origination Addendum, the Wire Transfer Agreement and other service agreements or addenda with Bank or its third party service provider), and are further authorized and directed to sign one or more Authorized User cards or schedules from time to time as "Customer's Authorized Signature"; and that the Authorized Users, and any one of them, are hereby authorized and directed to sign any such Authorized User card or schedule as the corporation/public corporation or other governmental entity/association/religious society's Authorized User;

Bank Number 375
Customer City of Fernandina Beach
Customer TIN 596000317

RESOLVED FURTHER, that the corporation/public corporation or other governmental entity/association/religious society's officers/members are hereby authorized and directed to take and perform all actions necessary to effect the corporation/public corporation or other governmental entity/association/religious society's compliance with the TREASURY MANAGEMENT SERVICES AGREEMENT, as supplemented or amended from time to time; and

RESOLVED FURTHER, that the foregoing resolutions are intended to supplement any previous resolutions provided to Bank (each of which is hereby ratified and reaffirmed), and to ratify and reaffirm all prior actions and agreements made by or on behalf of the corporation/public corporation or other governmental entity/association/religious society in connection with Treasury management services heretofore provided by Bank, and will continue in full force and effect until Bank receives notice in writing at its address for notice provided in the Agreement from the Secretary/_____ of the corporation/public corporation or other governmental entity/association/religious society of the revocation thereof by a resolution duly adopted by the board of directors/governing body of the corporation/public corporation or other governmental entity/association/religious society and has a reasonable opportunity to act thereon, that Bank is authorized to act in good faith upon any such notice of revocation, and that any such revocation shall have prospective effect only.

I FURTHER CERTIFY that the specimen signatures set forth below are the genuine signatures of the individuals who hold the offices/titles set forth opposite their names and who individually are the Authorized Officers/Members of the corporation/public corporation or other governmental entity/association/religious society and are authorized and directed to execute and deliver all documents and instruments on behalf of the corporation/public corporation or other governmental entity/association/religious society and do such other acts as are necessary or appropriate to effect the transactions authorized by the foregoing resolutions:

NAME	TITLE	SIGNATURE
_____	PRESIDENT	_____
_____	VICE PRESIDENT	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I FURTHER CERTIFY that the foregoing resolutions are within the power of the board of directors/governing body of the corporation/public corporation or other governmental entity/association/religious society to adopt as provided for in the laws applicable to, and the charter or articles of incorporation and by-laws of, the corporation/public corporation or other governmental entity/association/religious society or other rules of such entity, and are not contrary to the laws applicable to or the articles of incorporation or other rules of such entity, that the resolutions as adopted are in full force and effect and have not been amended, revoked, or otherwise rescinded; and that copies of the agreements referred to in the foregoing resolutions, if omitted from this certified copy of the resolutions, are attached to the minutes of the meeting of the board of directors/governing body contained in the records of the corporation/public corporation or other governmental entity/association/religious society.

IN WITNESS WHEREOF, I have hereunto set my hand as such Secretary/_____ and
affixed the seal of the corporation/public corporation or other governmental entity/association/religious
society this _____ day of _____, _____.

Secretary/_____

(SEAL)
(If none, so state.)

**CERTIFICATE OF AUTHORITY FOR PARTNERSHIP OR
LIMITED LIABILITY COMPANY FOR
CORPORATE TREASURY MANAGEMENT SERVICES AGREEMENT**

By City of Fernandina Beach, a ☐ general partnership ☐
limited partnership ☐ limited liability partnership ☐ limited liability limited partnership ☐ limited liability
company without managers ☐ limited liability company with managers organized under the laws of the
State of _____ (the "Partnership or LLC").

We, the undersigned, hereby certify to First Coast Community Bank, a division of Synovus Bank (the
"Bank") that the signatures of all of the partners or members of the Partnership or LLC (or all of the
general partners, if a limited partnership or all of the managers, if a limited liability company with
managers) are set forth below or affixed to this instrument; that the Partnership or LLC is engaged in the
business of _____; and that the
Partnership or LLC's principal place of business is located in the City of _____,
_____ County in the State of _____.

We hereby authorize _____ (the
"Authorized Partners or Members") whose signatures are subscribed hereto (and any one of them) for
and on behalf of the Partnership or LLC to execute, in the name of and on behalf of the Partnership or
LLC, the TREASURY MANAGEMENT SERVICES AGREEMENT with Bank, in substantially the form of
the agreement attached hereto and incorporated herein, the provisions of which agreement are hereby
approved.

We also agree that the execution of the TREASURY MANAGEMENT SERVICES AGREEMENT as
provided for herein shall constitute the certification by such Authorized Partner or Member as to the
genuineness of the signatures of the authorized representatives (the "Authorized Representatives") of the
Partnership or LLC set forth in or in connection with the TREASURY MANAGEMENT SERVICES
AGREEMENT, and of their due authorization to act on behalf of the Partnership or LLC thereunder, and
that such certification shall be binding on the Partnership or LLC and the partners or members, and Bank
shall be fully protected in relying at any time upon the then-current list of Authorized Representatives so
certified and in refusing to honor the actions of any person not at the time on such list.

We hereby authorize and empower the Authorized Partners or Members and the Authorized
Representatives (and any one of them) to designate by name or by title, from time to time, the employees
or other agents who are to act as agents of the Partnership or LLC (the "Authorized Users") pursuant to
the TREASURY MANAGEMENT SERVICES AGREEMENT, and we hereby direct them to certify to Bank
the names and to attest to the genuineness of the signatures of any Authorized Users so designated, and
Bank shall be fully protected in relying at any time upon the then-current list of Authorized Users so
certified and in refusing to honor the actions of any person not at the time on such list.

We hereby authorize and direct the Authorized Representatives (and any one of them) to execute, from
time to time, in the name of and on behalf of the Partnership or LLC, any addendum or supplement to or
amendment of the TREASURY MANAGEMENT SERVICES AGREEMENT (including, without limitation,
the Business Internet Banking Agreement, the ACH Origination Addendum, the Wire Transfer Agreement
and other service agreements or addenda with Bank or its third party service provider), and further
authorize them to sign one or more Authorized User cards or schedules from time to time as "Customer's
Authorized Signature", and we hereby authorize and direct the Authorized Users (and any one of them) to
sign any such Authorized User card or schedule as the Partnership or LLC's Authorized User.

We hereby authorize and direct the partners or members to take and perform all actions necessary to
effect the Partnership or LLC's compliance with the TREASURY MANAGEMENT SERVICES
AGREEMENT, as supplemented or amended from time to time.

We also agree that any document or undertaking heretofore or hereafter so executed on behalf of the
Partnership or LLC shall be binding on the Partnership or LLC and its partners or members as though
executed by all of the partners or members.

Bank Number 375
Customer City of Fernandina Beach
Customer TIN 596000317

We expressly understand and agree that Bank, when dealing with any of those persons herein authorized to act for the Partnership or LLC, shall be entitled to accept the representations of such authorized person or persons and that the purpose of exercising the authority herein given is within the scope of the business of the Partnership or LLC, and Bank shall be under no obligation to make any inquiries in order to verify or confirm any of said representations or to see to the application of the funds of the Partnership or LLC for the purpose so represented, even if Bank has knowledge that any such funds are initially being deposited in or used for the name, account, or benefit of any such person individually; and, further, that Bank shall in no way be responsible for misapplication of any funds of the Partnership or LLC or other property acquired, encumbered or disposed of by virtue of the authority given herein.

We agree that the authorizations set forth herein are within our power and are not contrary to any Partnership, operating agreement, or articles of organization to which we are subject. We agree that these authorizations are intended to supplement any previous authorizations provided to Bank (each of which is hereby ratified and reaffirmed) and to ratify and reaffirm all prior actions and agreements made by or on behalf of the Partnership or LLC in connection with Treasury management services heretofore performed by Bank, and that these authorizations will continue in full force and effect until Bank receives official notice in writing at its address for notice provided in the Agreement from the Partnership or LLC of the revocation thereof and has a reasonable opportunity to act thereon, and that any such revocation shall have prospective effect only. We agree that any such revocation shall be duly authorized by the Partnership or LLC and authorize Bank to act in good faith upon any notice of such revocation. We further agree that the copies of the agreements referred to herein, if omitted herefrom, are attached to the minutes of the meeting of the partners/managers/members contained in the records of the Partnership or LLC.

Dated _____, _____.

Partner/Manager/Member

Partner/Manager/Member

Partner/Manager/Member

Partner/Manager/Member

Partner/Manager/Member

Partner/Manager/Member

Partner/Manager/Member

Partner/Manager/Member

Partner/Manager/Member

**Synovus Treasury Management Services
ACH Origination Addendum**

This Treasury Management Services ACH Origination Addendum (this "ACH Addendum") is effective as of the date signed by Bank and governs the ACH Service (as described in this ACH Addendum). This ACH Addendum is an addendum to the Treasury Management Services Agreement by and between the Bank signing below and the Customer signing below (the "Service Agreement") and supplements the Business Internet Banking Service Agreement by and between Customer and Bank (the "BIB Agreement"). In the event of any inconsistency between the terms of the Service Agreement or the terms of the BIB Agreement and the terms of this ACH Addendum, the terms of this ACH Addendum will control with respect to the ACH Service. The Authorized Representatives are designated on Schedule 1 to this ACH Addendum, which is attached hereto and incorporated herein. The Accounts are designated in Schedule 2 to this ACH Addendum, which is attached hereto and incorporated herein.

RECITALS

- A. Customer wishes to initiate Credit and Debit Entries for processing through the network of the Automated Clearing House Network ("ACH") pursuant to the terms of this ACH Addendum, the Service Agreement, the Business Internet Banking Agreement, and the rules of the National Automated Clearing House Association, as such may be amended from time to time (the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution with respect to such Entries.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Service Agreement, the BIB Agreement, or the Rules. The term "Entries" has the meaning provided in the Rules and also means the data received from Customer hereunder from which Bank prepares Entries.

AGREEMENT

1. Transmittal of Entries by Customer; Dollar Limitations.

- (a) Customer may originate ACH Entries from the Account in the form of Credit Entries and Debit Entries of the types specified in Schedule 3 attached hereto and made a part hereof by this reference and a Schedule to the ACH Addendum (each of which is incorporated herein by reference) or otherwise approved by Bank in advance (in Bank's sole discretion) in compliance with the formatting and other requirements of the National Automated Clearing House Association ("NACHA") provided to Customer by Bank from time to time, subject to the input (origination) schedule set forth in Section 4 hereunder and using the Security Procedure provided in Schedule 4 (which is attached hereto and incorporated herein by reference). Customer shall transmit Entries to Bank or Bank's processing agent in compliance with the formatting and other requirements of the National Automated Clearing House Association ("NACHA").
- (b) The total dollar amount of Credit Entries transmitted by Customer to Bank on any one day shall not exceed the "Credit Entry Amount" provided to Customer by Bank from time to time, and the total dollar amount of Debit

Bank # 375
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Customer TIN 596000317

Entries transmitted by Customer to Bank on any one day shall not exceed the "Debit Entry Amount" provided to Customer by Bank from time to time. The initial Credit Entry Amount and Debit Entry Amount are set forth below Customer's signature to this Agreement. In view of the potential for fraud occurring with regard to ACH transactions, Bank retains the absolute right to modify the Credit Entry Amount and/or Debit Entry Amount allowed to be transmitted by Customer, in Bank's sole discretion, any such changes to be effective immediately upon the giving of notice of such change by Bank to Customer. Customer acknowledges that the lowering of daily Entries permitted to be transmitted by Customer hereunder may reduce the total dollar exposure which could occur as a result of any fraud involving such Entries. It is further understood and agreed by Customer that although Bank has the right to adjust the aforesaid dollar limitations of Entries transmitted by Customer, Bank has no obligation to adjust such limits, unless Customer requests by written notice to Bank that any such limits be decreased.

2. Security Procedure.

- (a) Customer and Bank shall comply with the Security Procedure described in Schedule 4 with respect to Entries (including requests for cancellation of Data) transmitted by Customer to Bank. The purpose of the Security Procedure is to verify that an Entry is that of Customer.
- (b) Bank has the option, but not the obligation, to authenticate any Entry by having it verified by another Authorized Representative or by any other means Bank considers appropriate, but failure to authenticate instructions will not be evidence of any failure to exercise reasonable care or to act in good faith. Bank will not be liable for refusal to honor any Entry if it is not able to satisfy itself that the instructions given by an Authorized Representative are in accordance with the procedures outlined herein.
- (c) Bank, in its sole discretion, may from time to time modify or implement additional security measures. Bank shall be entitled to implement such changes or modifications on not less than ten (10) days' written (including electronic) notice to any Authorized Representative. Any such changes or modifications not objected to in writing within ten (10) days of notification shall be deemed accepted by Customer.
- (d) Customer has carefully analyzed the Security Procedure in light of its security requirements and in light of the size, type and frequency of the Entries normally made or proposed to be made, to Bank by Customer, and Customer has determined that the Security Procedure is a commercially reasonable method of verifying the authenticity of Entries (including requests for cancellation of Data) in view of its requirements. Customer agrees that the Security Procedure is not intended to detect errors in Entries (including requests for cancellation of Data).

3. Processing Transmittal and Settlement by Bank.

- (a) Except as provided in Sections 5 and 6, Bank will (i) process Entries properly sent by Customer to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to a Federal Reserve Bank acting as an Automated Clearing House Operator (the "ACH Operator"), and (iii) settle for such Entries as provided in the Rules.

- (b) Bank will transmit such Entries to the ACH Operator by the deadline of the ACH Operator at least one Business Day prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Bank's cut-off time (as set forth in Section 4 hereof or otherwise communicated by Bank to Customer from time to time) on a Business Day, (ii) the Effective Entry Date is at least one Business Day after such Business Day, and (iii) the ACH Operator is open for business on such Business Day. For purposes of this ACH Addendum, Entries shall be deemed received by Bank when the transmission is complete and concluded. For purposes of this Agreement, Entries shall be deemed received by Bank, in the case of transmittal by tape, when received by Bank's agent as provided in Section 1 above, and in the case of electronic transmission, when the transmission (and compliance with any related Security Procedure provided for herein) is complete and concluded.
- (c) If any of the requirements of clause (i), (ii), or (iii) of Section 3(b) is not met, Bank will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified by Bank which is a Business Day and a day on which the ACH Operator is open for business.

4. ACH Input (Origination) Schedule

- (a) With the exceptions specified below in paragraphs (c) and (d) of this Section 4, Bank's cut-off time for receiving ACH debit and credit Entries from Customer is 5:00 p.m. Eastern Standard Time, on any Business Day.
 - (b) The Effective Entry Date is defined as the date that Customer anticipates the Entries to settle against the Receiver's account. Bank must receive ACH debit and credit Entries from Customer for all ACH types (both debits and credits) one (1) Business Day prior to the Effective Entry Date except for the ACH types listed in paragraphs (c) and (d) of this Section 4 below.
 - (c) Bank's cut-off time for receiving ACH Book Transfers from Customer is 5:00 p.m. Eastern Standard Time, on the Effective Entry Date, if the Effective Entry Date is a Business Day; otherwise, on the Business Day immediately preceding the Effective Entry Date.
 - (d) Bank's cut-off time for receiving Direct Deposit debit or credit Entries from the Customer is 5:00 p.m. Eastern Standard Time, two Business Days prior to the Effective Entry Date.
 - (e) Bank may change all or any part of this Section 4 upon notice to Customer.
- 5. On Us Entries.** Except as provided in Section 3, in the case of an Entry received for credit or debit to an account maintained with Bank (an "On-Us Entry"), Bank will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 3(b) are met. If either of those requirements is not met, Bank will use reasonable efforts to credit the Receiver's account in the amount of such Entry on the next Business Day following such Effective Entry Date.

6. **Rejection of Entries.** Bank will reject any entry that does not comply with the requirements of Section 2. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Customer has failed to comply with any prefunding requirement imposed under Section 7 or with its account balance obligations under Section 8. Bank will notify Customer by telephone or electronic transmission of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of On-Us-Entry, its Effective Entry Date. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
7. **Customer's Obligations Regarding Prenotification Transactions.**
- (a) Under the Rules, Customer may, at its option, send a prenotification prior to the initiation of the first Entry to a Receiver or a Receiver's account within with an RDFI and Customer acknowledges that it is responsible for Entries that are misrouted to incorrect accounts as a result of Customer having chosen not to send a prenotification.
 - (b) Customer acknowledges that if a prenotification is returned by the ACH Operator, then the RDFI has never received the prenotification and Customer must make necessary corrections prior to transmitting any additional Entries. If an RDFI returns a prenotification, then Customer shall not initiate any Entries to the particular Receiver's account without making corrections necessitated by the Return Entry, and if the prenotification results in the receipt by Bank of a Notification of Change ("NOC"), Customer shall initiate no additional Entries to the account of the particular Receiver until the requested changes contained in the NOC have been made by Customer.
8. **Cancellation Or Amendment By Customer.** Customer will have no right to the cancellation or amendment of any Entry after its receipt by Bank. However, Bank will use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, provided such request complies with the Security Procedure for cancellation of Data, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.
9. **Notice Of Returned Entries.** Bank shall notify Customer by electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one Business Day after the business date of such receipt. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 1, Bank will have no obligation to retransmit a returned Entry if Bank complied with the terms of this ACH Addendum with respect to the original Entry. Customer has the right to dishonor the original Return Entry, if it can be proven that the Return Entry is a misrouted return, duplicate return, untimely return, return has one or more field errors or if the return item was not requested by the Originator. It is the responsibility of the Originator to notify the ODFI to request the dishonor of these return items.

If, in its sole discretion, the National Association believes the rate that debit entries are returned as unauthorized exceeds one percent for one or more Originators or Third-Party Senders using the ODFI to originate entries, the National Association may send, via traceable delivery method, a written request to the ODFI for specific information pertaining to the Originator or Third-Party Sender and information pertaining to the number of debit entries returned as unauthorized over a period of two

months or 60 days. If it is determined by the National Association that a fine be assessed to the ODFI for a violation of the one percent return rate, this fee will be passed to the Originator or Third-Party Sender.

10. Payment.

- (a) Customer agrees to pay Bank the amount of each Entry transmitted by Bank pursuant to this ACH Addendum at such time on the Settlement Date with respect to such Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Bank, in its discretion, may determine; provided, however, that Bank may require Customer to prefund any Entry by paying the full amount thereof to Bank at the time such Entry is requested or initiated by Customer if Bank, in its discretion reasonably exercised in light of existing circumstances, deems it prudent or appropriate to manage risk to require such payment.
- (b) Customer shall promptly pay Bank the amount of each Debit Entry returned by an RDFI that was transmitted by Bank pursuant to this ACH Addendum.
- (c) Bank shall pay Customer the amount of each Debit Entry transmitted by Bank pursuant to this ACH Addendum at such time within two (2) business days of the Settlement Date with respect to such Debit Entry as Bank, in its sole discretion, may determine, and the amount of each On-Us Entry at such time within two (2) business days of the Effective Entry Date with respect to such Entry as Bank, in its sole discretion, may determine.
- (d) Bank shall promptly pay Customer the amount of each Credit Entry returned by an RDFI that was transmitted by Bank pursuant to this ACH Addendum.

11. The Account.

- (a) The "Account" means each Account designated by Customer for access using the ACH Service in Schedule 2, as otherwise permitted by Bank from time to time, and also means all of such Accounts collectively. Bank may, without prior notice of demand, obtain payment of any amount due and payable to it under this ACH Addendum by debiting any Account and shall credit such Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Customer. Such credit shall be made as of the day of such receipt by Bank.
- (b) Customer shall, at all times, maintain a balance of available funds in the Account sufficient to cover its payment obligations under this ACH Addendum.
- (c) In the event there are not sufficient available funds in the Account to cover Customer's obligations under this ACH Addendum, Customer agrees that Bank may debit any other account maintained by Customer with Bank or that Bank may exercise its right of set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this ACH Addendum.
- (d) Customer acknowledges that Bank has the right to establish criteria concerning Entries initiated by Customer and monitor compliance with such criteria, to include matters such as permissible return rates. Customer agrees that should Bank's criteria not be met, Bank is authorized to

freeze the assets in the Account until such time as such criteria are met. In such event, Bank also shall have the right to cease further processing of Entries initiated by Customer until such criteria are met. Bank also may freeze the assets in the Account or close the Account at any time Customer is not fully in compliance with the provisions of this ACH Addendum, the Service Agreement, the BIB Agreement, the Rules and/or applicable laws and regulations. Customer acknowledges that the Unlawful Internet Gambling Act of 2006 prohibits the Bank from processing restricted transactions through Customer's Account, and Customer agrees not to use the ACH Service for the purpose of making or paying internet gambling bets or receiving payments in connection with internet gambling activities.

12. Customer Representations and Agreements; Indemnity.

- (a) Customer represents to Bank and agrees that (i) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry, (ii) such authorization is operative at the time of transmittal, crediting or debiting by Bank as provided herein, (iii) Entries transmitted to Bank by Customer are limited to the types of Credit Entries and Debit Entries permitted by Bank and comply with the provisions of United States law, (iv) Customer will perform its obligations under this ACH Addendum in accordance with all applicable laws and regulations, and (v) Customer shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. While the Rules state that a consumer has 60 calendar days from the original date of the entry to return an unauthorized debit item, Regulation E states that the consumer has 60 calendar days from the statement date to return the item. Originator will be obligated to honor the unauthorized return, according to the Regulation E time frame.
- (b) *Customer agrees that in the event any fine, penalty or other liability (collectively "Fines") is imposed or assessed by NACHA against Bank as a result of the violation of any of the Rules, should such violation result from any action or inaction on the party of Customer or any violation by Customer of any provision of the Service Agreement, this ACH Addendum, the Business Internet Banking Agreement (as applicable), or of any provision of the Rules, then, unless otherwise prohibited by the Rules, Customer shall immediately upon notification by Bank reimburse Bank for the full amount of all such Fines, and if Customer fails to immediately reimburse Bank for the full amount of such Fines, Bank, in its sole discretion, will have the right to debit Customer's Account or any other account maintained by Customer with Bank or any affiliate of Bank for the full amount of all such fines.*

13. Limitations On Bank's Liability; Indemnity by Customer.

- (a) *In addition to the Customer's indemnity obligations under the Service Agreement and the Business Internet Banking Agreement (as applicable), Customer agrees to indemnify the Indemnified Parties and hold the Indemnified Parties harmless from and against any loss, liability or expense (including attorney's fees and expenses) imposed, won, threatened against or suffered by Bank resulting from or arising out of any claim or court or administrative action by*

any person or entity contending that Bank has breached any warranties or representations made by (or deemed to be made by) Bank under the Rules or otherwise in any situation in which any warranty or representation is made by Customer to Bank hereunder or under the Rules or otherwise which Bank is relying upon, in whole or in part, in processing any Entry or Entries initiated by or on behalf of Customer. By way of example only, and without in any way limiting the generality of the foregoing indemnification, Customer agrees that if a Receiver or an RDFI questions the authorization of any Entry initiated by Customer, and Customer fails or refuses to provide to Bank originals or copies of authorizations required to be maintained by Customer under the Rules within five (5) Business Days after request therefor by Bank, then Bank shall be fully authorized to credit the amount in question to such RDFI or Receiver and Customer shall immediately reimburse Bank for the full amount thereof, or, in the sole discretion of Bank, Bank may debit the Account of Customer or any other account of Customer with Bank or any affiliate of Bank for such amount and give notice of such debiting to Customer not later than three (3) Business Days after the date on which Customer's Account is debited.

- (b) Without limiting any term of the Service Agreement, Bank will be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- (c) Subject to the foregoing limitations, Bank's liability (if any) for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Atlanta for the period involved. At Bank's option, payment of such interest may be made by crediting the ACH Account.

14. Compliance With Security Procedure.

- (a) If an Entry (or a request for cancellation of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedure. If an Entry (or a request for cancellation of an Entry) received by Bank purports to have been transmitted or authorized by Customer (including, without limitation, any Authorized Representative or Authorized Agent), it will be deemed effective as Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedure with respect to such Entry. If signature comparison is to be used as a part of that Security Procedure, Bank shall be deemed to have complied with that part of such Security Procedure if it compares the signature accompanying a file of Entries (or request for cancellation of an Entry) received with the signature of an Authorized Representative and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized Representative.
- (b) If an Entry (or request for cancellation of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the Security Procedure with respect to that Entry and

whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such Security Procedure.

- 15. Inconsistency Of Name and Account Number.** Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, credit or debit of the Entry transmitted by Bank to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.
- 16. Notification Of Changes; Responsibility of Customer Regarding Refused Notifications of Changes.** Bank shall provide Customer all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Bank relating to Entries transmitted by Customer. Bank will provide such information to Customer within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later. If Customer desires to refuse an NOC, then Customer must provide to Bank the reason for the refusal of the NOC, along with the applicable Reason Code as specified in the Rules in order for Bank to notify the RDFI that the NOC has been refused. Not in limitation of any other term hereof, Customer agrees to familiarize itself with all the provisions of the Rules regarding refused NOCs and to comply fully therewith.
- 17. Notices, Instructions, Etc.** Not in limitation of any term of the Service Agreement, in all dealings and involvements with Entries from origination through final settlement (including but not limited to the initiation, transmittal and processing of Entries, notifications of rejected or returned Entries, requests for cancellation of Entries, notification of changes, and notification of debiting or crediting the Account), Bank shall each be entitled to rely on any notice, instruction or other communication believed by it in good faith to be genuine and to come from Customer (including, without limitation, an Authorized Representative, the Administrator or any Authorized Agent).
- 18. Books and Records; Data Retention; Audit.** Not in limitation of any term of the Service Agreement, Customer acknowledges that under the Rules, Customer is required to retain either the original or a microfilm or microfilm-equivalent copy of each authorization of a Receiver for not less than two (2) years after the termination or revocation of the authorization. In the case of TEL Entries, Customer acknowledges that Customer must retain the original or a microfilm or microfilm-equivalent copy of the written notice given by Customer to the consumer confirming the consumer's oral authorization or an original or a duplicate copy of the tape recording of the oral authorization from the consumer to Customer for not less than two (2) years from the date of the authorization. Upon request by Bank, Customer agrees to provide such originals or copies of authorizations within five (5) Business Days after such request to Bank for Bank's own use or for Bank to provide to the RDFI which has requested such originals or copies from Bank. Customer shall retain data on file adequate to permit remaking of Entries for fifteen (15) Business Days following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Upon 48 hours notice by Bank, Customer shall make all books, records and operations related to the ACH Service or this ACH Addendum available for audit or inspection by Bank, Bank's independent auditors, NACHA or comparable state ACH association, and/or any regulatory authorities having supervisory and/or regulatory oversight or authority over Bank or any part of the ACH Service.

19. Compliance with Rules and Regulations of the Office of Foreign Assets Control. Customer acknowledges and agrees that the ACH is subject to the statutory provisions pertaining to, and the rules and regulations issued by, the Office of Foreign Assets Control ("OFAC") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), such statutory provisions, rules, regulations and other obligations being collectively hereinafter referred to as the "OFAC Rules." Customer acknowledges that it has access to the OFAC Rules and will comply with all provisions thereof. In that regard, Customer warrants and represents that neither Customer nor any Receiver from whom authorization has been obtained by Customer to initiate an Entry is on the list issued by OFAC known as the Specifically Designated Nationals and Blocked Persons List ("SDN List"). The United States Department of Treasury ("DOT") periodically updates the SDN List. Said updates may be obtained by accessing the DOT website at www.treas.gov/ofac. It is the sole responsibility of Customer to obtain the most recent updates to the SDN List and to ensure that any Receiver from whom authorization has been obtained by Customer to initiate an Entry is not on the SDN List. As between Customer and Bank, notwithstanding any other provision of this ACH Addendum to the contrary, Customer shall be fully liable for all violations by Customer of the OFAC Rules, and, without limiting the generality of the foregoing, Customer shall immediately reimburse Bank for the amount of any liability of any nature whatsoever imposed upon Bank by OFAC or under the OFAC Rules resulting from either Customer or any Receiver authorizing Customer to initiate an Entry being on the SDN List.

20. Financial, Account, and Other Information; Consent to Disclosure.

- (a) Upon our request from time to time, you agree to promptly furnish all financial and other information to us as we deem necessary or appropriate, in our sole discretion, for the provision of the Services, review of the Accounts, or the performance of our responsibilities or the exercise of our rights under this Agreement. Not in limitation of the foregoing, Customer agrees to furnish Bank with financial statements that at all times reflect Customer's three most recent fiscal years. Unless waived by Bank or heretofore furnished by Customer, such statements for the three fiscal years ending next prior to the date hereof shall be furnished for Bank's consideration before any transfer is initiated by Customer under any Service Addendum. Statements for each subsequent fiscal year ending after the date hereof shall be furnished to Bank within 90 days after the close of such fiscal year. Statements for each fiscal year shall fairly present in all material respects the financial condition of Customer at the close of such fiscal year in conformity with generally accepted accounting principles, and, if required by Bank, shall be prepared by independent certified public accountants acceptable to Bank.
- (b) We will take reasonable precautions to maintain the confidentiality and security of your private Account information; provided, however, that *you specifically consent to the disclosure of such information or any other information about you in connection with the performance of the Services, the enforcement of any of our rights or exercise of any of our remedies hereunder, and as permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which we may be subject.* You acknowledge that if any third party performs any part of or provides access to the Service, we will not be liable for any disclosure by any such third party servicer, agent, independent contractor or other entities.

21. Termination. This ACH Addendum may be terminated as provided in the Service Agreement. Any termination hereof shall terminate only Customer's access to the ACH Service and shall not affect any of Bank's rights or Customer's obligations with respect to Entries initiated by Customer prior to

such termination, or the payment obligations of Customer with respect to Services performed by Bank prior to termination, or any other obligations that by their nature would survive termination of this ACH Addendum.

IN WITNESS WHEREOF, each of Customer and Bank does hereby execute and agree to the terms of this ACH Addendum as of the date set forth below its signature hereto.

First Coast Community Bank

a division of Synovus Bank

By: Stephanie Ogilvie

Signature: *Stephanie Ogilvie*

Title: Treasury Management Services

Date: 07/09/2012

Address for notice: _____

Bank Representative: Stephanie Ogilvie

City of Fernandina Beach

Customer

By: Joe Gerrity

Signature: *Joe Gerrity*

Its Authorized Officer/Member/Partner

Date: 07/09/2012

Address for notice: _____

E-mail: _____

Initial Credit Entry Amount: 342,600

Initial Debit Entry Amount: 342,600

ATTEST: *Mary L Mercer*
By: *Mary L Mercer*
Printed Name: Mary L Mercer
Title: City Clerk
Date: 07/17/12

**Schedule 1
Treasury Management Services
ACH Addendum
ACH Authorized Representatives**

Customer hereby designates the following individuals as its Authorized Representatives, each of whom is hereby authorized and empowered to enter into one or more amendments to the ACH Addendum, designate Authorized Users, and send notices and other communications to and receive notices and other communications from Bank regarding the Services, and certifies that the signature of each Authorized Representative set forth below is genuine, and authorizes Bank to rely on the notices, instructions, information, and other communications provided by any of the Authorized Representatives. If the ACH Service is accessed via the BIB Service, then each Authorized Representative shall also be considered and Administrator under the BIB Agreement. Customer may add or delete Authorized Representatives by entering into a new Schedule 1 with Bank.

Customer hereby authorizes each Authorized Representative to designate Authorized Users, each of whom is hereby authorized and empowered to act as Customer's agent for purposes of originating ACH Entries and related instructions and communicating with Bank regarding the same, and authorizes Bank to rely on the notices, instructions, information and other communications provided by any of the Authorized Representatives or Authorized Users. Any additions, deletions or revisions to the list of Authorized Users by Customer shall be made by the Authorized Representative by written notice to Bank or through the BIB Service. Such change will take effect after Bank has received such notice and had a reasonable opportunity to act on it.

Melissa Howard

Name
204 Ash St, Fernandina Beach, FL

Street Address

Elisha Mock

Name
204 Ash St, Fernandina Beach, FL

Street Address

Janet Harris

Name
204 Ash St, Fernandina Beach, FL

Street Address

Title
904-277-7311

Telephone

Title
904-277-7311

Telephone

Title
904-277-7311

Telephone

Signature
mhoward@fbfl.org

E-mail Address

Signature
emock@fbfl.org

E-mail Address

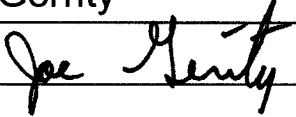
Signature
jharris@fbfl.org

E-mail Address

City of Fernandina Beach

Customer

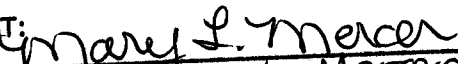
By: **Joe Gerrity**

Signature: 

Its Authorized Officer/Member/Partner

Date: **07/09/2012**

ATTEST:

By: 
Printed Name: **Mary L. Mercer**
Title: **City Manager**
Date: **7/11/12**

Schedule 2
Treasury Management Services
ACH Addendum
Accounts

Customer hereby designates the following Accounts to or from which ACH Entries may be originated using the ACH Service:

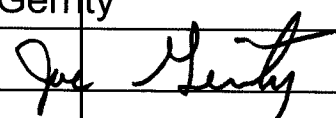
<u>General Fund</u>	<u>1030030</u>	<u>063113099</u>
Account Title	Account Number	ABA Routing Number
<u>Payroll</u>	<u>1030048</u>	<u>063113099</u>
Account Title	Account Number	ABA Routing Number
<u>Utility Billing</u>	<u>1031384</u>	<u>063113099</u>
Account Title	Account Number	ABA Routing Number
<u> </u>	<u> </u>	<u> </u>
Account Title	Account Number	ABA Routing Number
<u> </u>	<u> </u>	<u> </u>
Account Title	Account Number	ABA Routing Number
<u> </u>	<u> </u>	<u> </u>
Account Title	Account Number	ABA Routing Number

Customer may add or delete Accounts by entering into a new Schedule 2 with Bank or, if Customer uses the BIB Service to access the ACH Service, changes to Accounts by Customer may also be made by the Administrator through the BIB.

City of Fernandina Beach

Customer

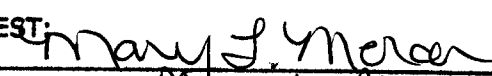
By: Joe Gerrity

Signature: 

Its Authorized Officer/Member/Partner

Date: 07/09/2012

ATTEST:

By: 

Printed Name: Mary L. Mercer

Title: City Clerk

Date: 7/17/12

Schedule 3
Treasury Management Services
ACH Addendum
Approved ACH Types

The following types of ACH Entries are approved for origination using the ACH Service (mark all that apply). Certain ACH types require Customer to sign additional Schedules, as noted.

<u>TYPE</u>	<u>DAILY LIMIT</u>
☐ CCD - Book Transfer	\$ _____
☐ CCD - Cash Concentration	\$ _____
☐ CCD - Cash Disbursement	\$ _____
☐ CCD - Child Support	\$ _____
☐ PPD - Consumer w/Offsets	\$ _____
☒ CCD - Corporate	\$ 342,600
☐ IAT - International ACH Transaction (separate Schedule)	\$ _____
☐ CCD - Corporate w/Offsets	\$ _____
☒ PPD - Direct Deposit	\$ 342,600
☒ PPD - Pre-authorized	\$ 342,600
☐ RCK - Represented Check Entry (separate Schedule)	\$ _____
☐ CCD - Tax Payments	\$ _____
☐ TEL - Telephone Initiated Entry (separate Schedule)	\$ _____
☐ CTX - Vendor (includes EDI)	\$ _____
☐ WEB - Web Initiated Entry (separate Schedule)	\$ _____
☐ ARC - Accounts Receivable Entry (separate Schedule)	\$ _____
☐ BOC - Back Office Conversion Entry (separate Schedule)	\$ _____
☐ POP - Point-of-Purchase Entry (separate Schedule)	\$ _____
ACH TOTAL	\$ 342,600

The Daily Limits set forth above are approved by Customer and Bank; however, Customer agrees that Bank may unilaterally adjust Daily Limits at any time upon at least ten (10) days notice.

Not in limitation of any of Bank's rights, whether under the Service Agreement, the BIB Agreement, the ACH Addendum or otherwise, and subject to Bank's approval, Customer and Bank may agree to add, delete or change approved ACH types by entering into a new Schedule 3 with Bank and any additional required Schedule.

First Coast Community Bank
a division of Synovus Bank

By: Stephanie Ogilvie

Signature: Stephanie Ogilvie

Title: Treasury Management Services

Date: 07/09/2012

City of Fernandina Beach
Customer

By: Joe Gerrity

Signature: Joe Gerrity

Its Authorized Officer/Member/Partner

Date: 07/09/2012

ATTEST:
By: Mary L. Mercer
Printed Name: Mary L. Mercer
Title: City Clerk
Date: 7/17/12

Schedule 4
Treasury Management Services
ACH Addendum
Security Procedures

Customers may transmit ACH Entries using each method and Security Procedures marked below:

- ☒ Through the BIB Service in accordance with the BIB Agreement. The Security Procedure for Customer's Entries (including requests for cancellation of Data) further include the Security Procedure provided in the Business Internet Banking Agreement and shall also consist of all the procedures used by Bank and Customer to verify that the request is that of Customer and may include the following:
- (a) Customer designates its Administrators on Schedule 1.
 - (b) If applicable, the Administrator will designate through the BIB Service the names and titles of the Authorized Users and each Authorized User's Transfer Limit. Customer hereby confirms to Bank that the Authorized Users designated by the Administrators through the Service are authorized to provide Bank directions for ACH Entries with respect to the Account from time to time.
- ☐ Through File Transfer Protocol ("FTP") using the Security Procedures for Web Site provided in the Service Agreement and pursuant to the transmission set-up form and procedures provided by our service provider.
- (a) Internet HTTPS Browser: The service provider maintains a secure web site that allows Customer to initiate Entries via web browser using Credentials to establish a secure connection.
 - (b) Internet Direct FTP: The service provider supports FTP Entries via an Internet connection to a fixed numeric IP address. The address must be numeric for coding into security firewalls. Data encryption is required, unless otherwise expressly agreed to by Bank. In that event, Customer agrees that it is declining the full array of Security Procedures offered by Bank and that it shall be responsible for all Entries or other communications sent via unencrypted data using this option.
 - (c) Secure File Transfer (FTPS): Uses Secure Sockets Layer (SSL). The service provider can initiate either explicit or implicit SSL connections. This option is for Entries initiated by the service provider only.
 - (d) Secure File Transfer Protocol (SFTP): Uses SSH Secure Shell (SSH). Customer or the service provider can initiate Entries.
 - (e) Leased Circuit Directly into Service Provider Network: The service provider supports FTP Entries initiated by the service provider or Customer over leased lines.
- ☐ Through SNA (3770) and pursuant to the transmission set-up form and procedures provided by our service provider.
- (a) Leased Circuit Directly into Service Provider Network: Uses direct Synchronous 3770 connections to JES environment.
 - (b) Dial-up: Uses dial-up connection at 4800 or 9600 Baud rates. (Requires Synchronous modem for 4800 speed Bell 208B compatible carrier standard or 9600 speed V.32 compatible carrier standard.)

- ☐ Through Connect: Direct and pursuant to the transmission set-up form and procedures provided by our service provider. The service provider supports both SNA and I/P connections over leased lines via Connect:Direct or communication using Connect: Direct over the Advantis Value Added Network (VAN). Customer must license copy of Connect:Direct.
- ☐ Through Value Added Network ("VAN") and pursuant to the transmission set-up form and procedures provided by our service provider, which supports Use of Advantis Network using NJE pass through or mailbox options.

Customer may add or delete transmission methods and Security Procedures, subject to Bank's approval, by entering into a new Schedule 6 with Bank.

Schedule 5
Treasury Management Services
ACH Addendum
Internet-Initiated Entries (WEB)

The following additional provisions apply to debit Entries to consumer accounts initiated by Customer pursuant to authorization obtained from the consumer by Customer via the Internet. These Entries are identified by the Standard Entry Class Code "WEB".

1. Customer agrees to comply with all of the Rules pertaining to WEB Entries. Customer warrants and represents that each WEB Entry initiated by Customer conforms to the prior authorization thereof by the consumer/Receiver and there is not a stop payment order for the WEB entry(ies).
2. Customer warrants and represents to Bank that each transaction involving a WEB Entry will be handled in a commercially reasonable manner, including the utilization by Customer of commercially reasonable fraudulent transaction detection systems, security technology to establish a secure Internet session and procedures to verify the validity of the RDFI's routing number. Such system utilized by Customer shall be of a quality technologically equal to or exceeding the systems utilized by similarly situated Originators conducting similar types of transactions. In connection therewith, Customer shall use commercially reasonable methods of authentication to verify the identity of the consumer/Receiver, deploy a secured Internet session using an encryption which is commercially reasonable and conduct an annual security audit to insure the foregoing and that the consumer's/Receiver's data is stored in a secured manner. Customer shall promptly furnish to Bank from time to time upon Bank's request evidence of compliance with any or all of these requirements.
3. Customer shall fully comply with all of the Rules pertaining to audits of the security of Customer's website, to include an annual (or more frequent) audit to insure that the financial information of a consumer/Receiver is protected by security practices insuring adequate levels of physical security to protect against theft, tampering or damage, personnel and access controls to protect against unauthorized access and use, and network security to insure secure capture, storage and distribution of financial information. With regard to said audits, Customer, at a minimum, shall audit the components of website security as outlined in the Rules and the section of the NACHA Guidelines regarding the implementation of the Rules and Operating Guidelines. Customer shall provide to Bank a written verification of Customer's annual security audit detailing the procedures utilized by Customer. Bank may decline to transmit any WEB Entries for Customer if Customer fails to (i) conduct such annual security audit or (ii) provide verification thereof acceptable to Bank or (iii) comply with any provision hereof regarding the transmitting of WEB Entries.
4. With regard to the WEB Entries initiated by Customer on any given day, Customer shall have an aggregate exposure limit equal to the dollar amount communicated by Bank to Customer from time to time for all such WEB Entries initiated on such day. Said daily exposure limit for WEB Entries shall be subject to periodic review and modification by Bank, any such modification to be effective upon the giving of notice by Bank to Customer or at such later date as Bank may specify in any such notice to Customer.

Schedule 6
Treasury Management Services ACH Addendum
Telephone-Initiated Entries (TEL)

The following additional provisions shall apply to single debit Entries to consumer accounts initiated by Customer pursuant to an authorization obtained from the consumer by Customer orally via the telephone. These Entries are identified by the Standard Entry Class Code "TEL".

1. Customer agrees to comply with all of the Rules pertaining to TEL Entries. Customer warrants and represents that each TEL Entry initiated by Customer conforms to the prior authorization thereof by the consumer/Receiver and there is not a stop payment order for the TEL entry(ies).
2. Customer acknowledges and agrees with Bank that: (i) under the Rules, a TEL Entry is a single debit entry authorized by the consumer orally via telephone for the payment of goods or services; (ii) Customer may not utilize the TEL Code to transmit credit Entries to the consumer's account, with the exception of reversals; (iii) a TEL Entry may only be transmitted either when there is an existing relationship between Customer and the consumer/Receiver or, when there is not such an existing relationship, in circumstances in which the consumer has initiated the telephone call to Customer. Under the Rules, an existing relationship between Customer and the consumer exists only when there is a written existing agreement in effect between Customer and consumer for the provision of goods or services by Customer to the consumer or when the consumer has purchased either goods or services from Customer within the two-year period immediately preceding a TEL Entry. Customer acknowledges that if there is no existing relationship between Customer and the consumer and Customer initiates the telephone call to the consumer, a TEL Entry may not be used. Customer also acknowledges that if Customer intends to provide written notice to the consumer confirming the oral authorization, then during the telephone call with the consumer, Customer must disclose to the consumer the method by which such written notice will be provided, which method cannot utilize an email communication. Furthermore, an oral authorization as envisioned by the Rules does not include key-entry responses by the consumer to input data or to respond to questions. Customer further acknowledges and agrees that since TEL Entries are single entry debits, Customer must obtain a separate oral authorization from the consumer for each debit entry made to that consumer's account.
3. Customer further acknowledges and agrees with Bank that under the Rules, during the telephone call during which the authorization of the consumer is received by Customer, at a minimum, the following specific information must be disclosed to the consumer: (i) the date on or after which the debit will be made to the consumer's account; (ii) the amount of the debit entry to the consumer's account; (iii) the consumer's name; (iv) a telephone number which the consumer may call to make inquiries during normal business hours; (v) the date of the oral authorization given by the consumer; and (vi) a statement by Customer that the oral authorization obtained from the consumer/Receiver is for a single ACH debit Entry to the consumer's account. Customer further acknowledges and agrees that Customer is required under the Rules either to (i) tape record the oral authorization by the consumer, or (ii) provide the consumer with a written notice confirming the oral authorization and all of the information described in the preceding sentence, said notice to be provided prior to the Settlement Date of the debit entry. If written notice will be provided, Customer will disclose to the consumer (during the telephone call) the

method by which such notice will be provided. Customer agrees not to initiate any TEL Entries under this ACH Addendum unless Customer has fully complied with the above and foregoing requirements and all other provisions of the Rules applicable to TEL Entries.

4. Customer warrants and represents to Bank that in connection with TEL Entries initiated by Customer, Customer shall utilize commercially reasonable procedures to verify the consumer's name, address, telephone number and identity, as well as commercially reasonable procedures to verify that routing numbers are valid. Customer shall provide to Bank a written description of the procedures so utilized by Customer.
5. With regard to the TEL Entries initiated by Customer on any given day, Customer shall have an aggregate exposure limit equal to the dollar amount communicated by Bank to Customer from time to time for all such TEL Entries initiated on such day. Said daily exposure limit for TEL Entries shall be subject to periodic review and modification by Bank, any such modification to be effective upon the giving of notice thereof by Bank to Customer or at such later date as Bank may specify in any such notice to Customer.

Schedule 7
Treasury Management Services
ACH Addendum
International Payment (IAT)

The following additional provisions apply to consumer and commercial payment transactions involving a financial agency's office that is not located in a territorial jurisdiction of the United States. These Entries are identified by the Standard Entry Class Code "IAT". The IAT code applies whenever a foreign financial institution is involved in processing or settlement, even if the Receiver and the RDFI are located in the United States.

1. Customer agrees to comply with all of the Rules pertaining to IAT Entries. Customer warrants and represents that both Customer and each IAT Entry are in compliance with: (a) U.S. law, including, without limitation, its obligations under programs administered by OFAC and FinCEN; and (b) the laws and payment system rules of the receiving country.
2. International ACH Transactions or IAT Entry means a debit or credit Entry that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States. For purposes of this definition, a financial agency means an entity that is authorized by applicable law to accept deposits or is in the business of issuing money orders or transferring funds. An office of a financial agency is involved in the payment transaction if it: (a) holds an account that is credited or debited as part of the payment transaction; or (b) receives payment directly from a Person or makes payment directly to a Person as part of the payment transaction; or (c) serves as an intermediary in the settlement of any part of the payment transaction. These Entries must be originated using the IAT Standard Entry Class (SEC) Code.
3. The IAT format includes certain data elements from the BSA's "Travel Rule", which is currently required of wire transfers. The data elements listed below are included in the IAT format and all fields correspond to the SWIFT message format field lengths to allow for greater interoperability.
 - Name and physical address of the Originator
 - Name and physical address of the Receiver (Beneficiary)
 - Account number of Receiver
 - Identity of the Receiver's bank
 - Foreign Correspondent Bank(s) name, Bank ID number and Bank Branch Country Code

Seven mandatory Addenda Records must accompany each IAT Entry in order to convey the information listed above. All information related to a particular ACH participant is grouped together within one or more addenda records.

4. IAT Entries accommodate the transmission of optional remittance information. A maximum of two optional addenda records can accompany an IAT Entry, within which a maximum of 160 characters (80 characters per addenda record) or remittance information can be included. The enables standard 4x35 remittance information in a SWIFT message or Fedwire-formatted record

to be included within an IAT Entry. There are no formatting specifications for the optional remittance information except for those banking conventions that have been developed to carry mandatory information for secondary SEC codes identified in the Transaction Type Code Field.

5. A separate addenda record must be added to the payment for each Foreign Correspondent Bank that is involved with the transmission or exchange of an IAT Entry. Any Foreign Correspondent Bank that is involved in an IAT transaction must be identified within an addenda record, providing parties to the transaction with additional information needed to identify and react to unlawful transactions. A maximum of five Foreign Correspondent Bank addenda records may accompany a single IAT Entry.
6. The IAT format includes two optional, single-character fields within the Entry Detail Record to convey the results of the voluntary OFAC screening on the transaction. These OFAC screening indicators assist RDFIs processing international payments with their compliance obligations by identifying entries that are highly suspect.
7. The seven mandatory addenda records that accompany a forward IAT Entry are required to be transmitted with any IAT Return Entry. An IAT return is also required to include one additional addenda record within which specific information related to the return (such as return reason code, original entry trace number, etc.). Addenda records related to Foreign Correspondent Banks and those containing remittance information are not copied for return to the Originator.
8. Dishonored and Contested Dishonored Return Entries are not permitted for use with IAT Entries. These domestic exception processes do not have counterparts within foreign payments systems, requiring issues beyond return of the original transaction to be resolved through channels other than the dishonor/contested dishonor process.
9. RDFIs can transmit changes related to routing numbers and account numbers for IAT Entries via the Notification of Change (NOC) process. Unlike the IAT return process, the seven mandatory addenda records, the remittance addenda records, and the Foreign Correspondent Bank addenda records transmitted with the forward IAT Entry are not needed to process the NOC and are not included. The transmission of Refused NOCs is not supported by the IAT rules.
10. A Participating DFI is excused from its obligations under the Rules to credit or debit an account or transfer funds when such an action would be in conflict of with United States law. Suspect items cannot be posted until they have been cleared, which may cause for a delay in the posting of those transactions.

Schedule 8
Treasury Management Services
ACH Addendum
Represented Check Entry (RCK)

The following additional provisions apply to debit Entries to consumer accounts initiated by Customer pursuant to an Eligible Item, as defined below. These Entries are identified by the Standard Entry Class Code "RCK".

1. An "Eligible Item" is defined by the Rules as: an item that (a) is an item within the meaning of Revised Article 4 of the Uniform Commercial Code (1990 Official Text); (b) is a negotiable demand draft drawn on or payable through or at a Participating DFI, other than a Federal Reserve Bank or Federal Home Loan Bank; (c) contains a preprinted serial number; (d) is an amount less than \$2,500; (e) indicates on the face of the document that the item was returned due to "Not Sufficient Funds," "NSF," "Uncollected Funds," or comparable language; (f) is dated 180 days or less from the date the entry is being transmitted to the RDFI (i.e., the item to which the RCK entry relates is not stale dated); (g) is drawn on a Consumer Account; and (h) has been previously presented (i) no more than two times through the check, or image), if the entry is an initial RCK entry; or (ii) no more than one time through the check collection system and no more than one time as an RCK entry, if the entry is a reinitiated RCK entry pursuant to Rules subsection 2.15 (Reinitiation of Returned Entries by Originators).
2. Customer warrants and represents to and agrees with Bank as follows:
 - (a) Each RCK Entry is made pursuant to an Eligible Item and complies with the terms of such Eligible Item.
 - (b) A restrictive endorsement made by the Customer or its agent on the item to which the RCK entry relates is void or ineffective with respect to an RCK entry.
 - (c) Customer has provided the Receiver with notice that clearly and conspicuously states the terms of the represented check entry policy in advance of receiving the items to which the RCK entry relates.
 - (d) The Originator must retain a copy of the front and back of the item to which the RCK entry relates for seven (7) years from the Settlement Date of the RCK entry. At Bank request, the Originator must provide the copy of the front and back of the item to Bank for its use or for the use of an RDFI requesting the information pursuant to the Rules subsection 2.8.3.10 (Request for Copy of Item). If the item has been fully paid, the copy of the item must indicate this on its face.

Schedule 9
Treasury Management Services
ACH Addendum
Accounts Receivable Entry (ARC)

The following additional provisions apply to debit Entries initiated by Customer pursuant to a "Source Document" (as defined below) provided to Customer by the Receiver via the U.S. mail or a drop box location.

1. A "Source Document" is a check or sharedraft that (a) contains a pre-printed serial number, (b) is in an amount of \$25,000 or less, and (c) is completed and signed by the Receiver.
2. Customer warrants and represents to and agrees with Bank as follows:
 - (a) Each ARC Entry is made pursuant to a Source Document and complies with the terms of such Source Document.
 - (b) Customer has not received notice in accordance with the reasonable procedures established by Customer that the receipt of the check does not authorize an ACH debit entry.
 - (c) Customer shall retain a reproducible, legible image or copy of the front of the Receiver's Source Document for each ARC entry for two years from the Settlement Date of the ARC entry. At Bank's request, Customer shall provide a copy of the front of the Source Document to Bank for its use or for the use of an RDFI requesting such information pursuant to Rules subsection 2.9.4.2 (Copy of Source Document).
 - (d) The Source Document to which the ARC entry relates has and will not be used by Customer as a check to obtain payment unless the ARC is returned by the RDFI.
 - (e) Customer employs commercially reasonable methods to securely store (i) all Source Documents until destruction, and (ii) all banking information relating to ARC entries.
 - (f) During initial processing of an ARC Entry, Customer used a reading device to capture the Receiver's routing number, account number, and check serial number from the Receiver's Source Document. Such information was not entered by Customer, except as necessary to correct errors relating to MICR misreads, misencoding, or processing rejects.

Schedule 10
Treasury Management Services
ACH Addendum
Back Office Conversion (BOC)

The following additional provisions apply to debit Entries pursuant to a Source Document provided to Customer by the Receiver at the point of purchase or a manned bill payment location to effect a transfer of funds from the Receiver's account through subsequent conversion to an ACH debit Entry during back office processing. These Entries are identified by the Standard Entry Class Code "BOC" and may only be used for non-recurring, in-person (i.e., at the point of purchase) Entries for which there is no standing authorization.

1. A "Source Document" is a check or share draft that (a) contains a pre-printed serial number, (b) is in an amount of \$25,000 or less; and (c) is completed and signed by the Receiver.
2. Customer warrants and represents to and agrees with Bank as follows:
 - (a) Each BOC Entry is made pursuant to a Source Document and complies with the terms of such Source Document.
 - (b) Customer employed commercially reasonable procedures to verify the identity of the Receiver.
 - (c) During initial processing of the BOC entry, Customer used a reading device to capture the Receiver's routing number, account number, and check serial number from the MICR line of the Receiver's Source Document. Such information was not key entered by Customer, except as necessary to correct errors relating to MICR misreads, misencoding, or processing rejects.
 - (d) Customer shall retain a reproducible, legible image or copy of the front of the Receiver's Source Document for each BOC Entry for two years from the Settlement Date of the BOC Entry.
 - (e) Customer has established and will maintain a working telephone number for Receiver inquiries regarding the transaction that is answered during normal business hours. This telephone number must be displayed on the notice required by Rules subsection 2.15 (Notification for Back Office Conversion Entries).
 - (f) Customer shall not use the Source Document to which the BOC Entry relates as a check to obtain payment unless the BOC Entry is returned by the RDFI.
 - (g) Customer shall employ commercially reasonable methods to securely store (i) all Source Documents until destruction, and (ii) all banking information relating to BOC Entries.

Schedule 11
Treasury Management Services
ACH Addendum
Point-of-Purchase (POP)

The following additional provisions apply to debit Entries initiated by pursuant to a Source Document (as defined below) provided to Customer by the Receiver at the point-of-purchase or manual bill payment. These Entries are identified by the Standard Entry Class Code "POP" and may only be used for non-recurring, in-person (i.e., at the point of purchase) Entries for which there is no standing authorization.

1. A "Source Document" is a check or share draft that (a) contains a pre-printed serial number, (b) is in an amount of \$25,000 or less; and (c) has not been previously voided and used by the Receiver for a prior POP entry.
2. Customer warrants and represents to and agrees with Bank as follows:
 - (a) Each POP Entry is made pursuant to a Source Document and complies with the terms of such Source Document.
 - (b) Customer used a reading device to capture the Receiver's routing number, account number, and check serial number from the Receiver's Source Document and such information was not key entered by the Customer.
 - (c) Customer provided to each Receiver a receipt containing the following information with respect to each POP Entry to the Receiver's account:
 - (i) Customer name;
 - (ii) Customer telephone number;
 - (iii) Date of transaction;
 - (iv) transaction amount;
 - (v) source document check serial number;
 - (vi) merchant number (or other unique number that identifies the location of the transaction;
 - (vii) Terminal City; and
 - (viii) Terminal State.
 - (d) The Receiver's complete account number and complete identification number are not on the receipt.
3. NACHA strongly recommends, but the Rules do not require, that the Originator also provide the following information on the receipt provided to the Receiver:
 - (i) merchant address;
 - (ii) merchant identification number;
 - (iii) Receiver's financial institution routing number;
 - (iv) Receiver's truncated account number;
 - (v) Receiver's truncated identification number; and
 - (vi) transaction reference number.

Schedule 12
Treasury Management Services
ACH Addendum
ACH Authorization Form
(Consumer)

If Customer originates ACH debit Entries to a consumer Receiver and no other specific authorization form is required by another Schedule to this ACH Addendum, then Customer represents and warrants to Bank with respect to each such Entry that as of the date of such Entry: (a) the Receiver has signed an authorization in substantially the below form; (b) such Entry was made in compliance with such authorization; and (c) such authorization remains in full force and effect and has not been revoked.

CUSTOMER INFORMATION

NAME: _____

SSN: _____

I hereby authorize: _____

'COMPANY'

To initiate: ☐ debit / drafts ☐ credits / payments

To my: ☐ checking account ☐ savings account

I understand that, if necessary, an adjusting debit or credit entry may be made to correct an error.

I also authorize the financial institution named below to credit and/or debit my account for the correcting entries. I duly certify that I am an authorized signer of said account and have the right to enter into this agreement.

ACCOUNT INFORMATION

NAME OF BANK: _____

CITY / STATE: _____

BANK ROUTING NUMBER: _____

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

This authority will remain in full force and effect until such time as _____

COMPANY

has received written notification from me that the draft authorization has been revoked. It is further provided that written notification of termination, by either party, shall be provided in such time and manner as to afford either party reasonable opportunity to act on it.

Signature of account owner

Date

Please attach a voided check.

**Synovus Treasury Management Services
Enhanced Imaging Services Addendum**

This Treasury Management Services Enhanced Imaging Services Addendum (this "Enhanced Imaging Services Addendum") is effective as of the date accepted by Bank and governs the Enhanced Imaging Service (as described in this Enhanced Imaging Services Addendum). This Enhanced Imaging Services Addendum is an addendum to the Treasury Management Services Agreement by and between Bank and Customer (the "Service Agreement"). Capitalized terms used but not defined herein shall have the meanings provided in the Service Agreement. In the event of any inconsistency between the terms of the Service Agreement and the terms of this Enhanced Imaging Services Addendum, the terms of this Enhanced Imaging Services Addendum shall control with respect to the Enhanced Imaging Service.

- 1. The Enhanced Imaging Service.** You may use the Enhanced Imaging Service to view, research and print images of checks, debits, deposits, credits, returned deposited items and re-deposited items in connection with your Account for each Account designated for this purpose on Schedule 1 provided below.
- 2. Security Procedure.**
 - (a) You will be required to use Credentials to obtain access to the Enhanced Imaging Service. "Credentials" are user login credentials, which may include, without limitation, passwords, user ids, tokens or other means of authentication, or any combination of the foregoing. You authorize us to follow any instructions you or anyone else enters through the Enhanced Imaging Service using your Credentials. Because your Credentials can be used to access information about your Accounts, you should treat your Credentials with the same degree of care and secrecy that you use to protect your automated teller machine card, personal identification number or other sensitive personal financial data. You agree not to give your Credentials, or make them available, to any person not authorized to access your Accounts, and you agree that we may conclusively presume that if your Credentials are used, such use is by you, including without limitation, your Authorized Representatives or Authorized Users. You also agree to be solely responsible for and to release the Bank and hold the Bank harmless from and against any liability arising from or related to, any unauthorized use of your Credentials.
 - (b) You agree that use of the Credentials constitutes a "commercially reasonable" Security Procedure for the verification of the authenticity of access to Enhanced Imaging Positive Pay Service based on your use of the Enhanced Imaging Positive Pay Service. There are no security procedures intended to detect erroneous transactions. You authorize us and our service provider to rely and act upon any transaction or inquiry initiated through the Enhanced Imaging Positive Pay Service using your Credentials and agree to be responsible for any such transaction or inquiry that is processed in good faith.
- 3. Sufficiency of Statement.** Customer acknowledges that the information provided pursuant to this Enhanced Imaging Service shall constitute a sufficient Account statement, as provided in Uniform Commercial Code 4-406, as amended, as well as for purposes of any similar statute, rule, regulation or ordinance of the United States or any State, County, or Municipality. Customer further waives and

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Customer City of Fernandina Beach
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releases any claim that such information does not constitute an adequate Account statement or comply with applicable notice requirements.

**Schedule 1
Treasury Management Services
Enhanced Imaging Services Addendum
Accounts**

Customer hereby designates the following Accounts for the Enhanced Imaging Services:

<u>General Fund</u>	<u>1030030</u>
Account Title	Account Number
<u>Cemetery Perpetual Care</u>	<u>1030071</u>
Account Title	Account Number
<u>FSA</u>	<u>1030444</u>
Account Title	Account Number
<u>Payroll</u>	<u>1030048</u>
Account Title	Account Number
<u>General Obligation Fund</u>	<u>1030055</u>
Account Title	Account Number
<u>Utility Billing</u>	<u>1031384</u>
Account Title	Account Number

Customer may add or delete Accounts for this Service by request to the Bank Representative. Such change is subject to Bank approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

Synovus Treasury Management Services Lockbox Addendum

This Treasury Management Services Remittance Processing Service Addendum (this "Lockbox Addendum") is an addendum to the Treasury Management Services Agreement by and between Bank and Customer (the "Service Agreement"). This Lockbox Addendum is effective as of the date accepted by Bank and governs the Lockbox Service (as described in this Lockbox Addendum). Capitalized terms used but not defined herein shall have the meanings provided in the Service Agreement. In the event of any inconsistency between the terms of the Service Agreement and the terms of this Lockbox Addendum, the terms of this Lockbox Addendum shall control with respect to the Lockbox Service.

- 1. The Lockbox Service.** You may use the Lockbox Service to have incoming payments sent to your designated post office box for delivery to and processing by Bank for deposit to your "Account" for this purpose, as designated in Schedule 1 (which is attached hereto and incorporated herein by reference), as follows. Customer will designate a specific post office box in Schedule 1 for receipt of payments (the "Lockbox"), and appoints Bank as its depository agent for processing all remittances received in the Lockbox for deposit to the Account. Customer requests Bank to designate a courier (the "Courier") to retrieve the contents of the Lockbox for delivery to Bank. Courier will pick up remittance payments from the United States Post Office on a daily basis (excluding Saturdays, Sundays, federal and bank holidays), all in accordance with Bank's internally established mail schedules as may be in effect from time to time. Bank may refuse to accept any mail other than the remittance payments described herein, including, without limitation, boxes, packages and C.O.D. mail. You may use our Web Site dedicated for this purpose to view and print items and other information as provided in Schedule 2, which is attached hereto and incorporated herein by reference.
- 2. Remittance Processing.** Bank will open envelopes as received from the Lockbox and deposit processed remittances to the Lockbox Account, as described in one or more Schedules, which are attached hereto and incorporated herein by reference. Bank will endorse the checks received and image the deposited items. You hereby irrevocably make, constitute and appoint us (and all persons designated by us for such purposes) as your true and lawful attorney-in-fact to endorse your name on all remittances processed hereunder. Bank's endorsement shall not be a guaranteed endorsement. Bank will create deposit batches of no more than 300 checks and will deposit the same to the Account daily. No deposits will be made on weekends or federal bank holidays. Bank will use commercially reasonable efforts to process and deposit items on the next Business Day after receipt of items for deposit by Bank at its offices. Any unprocessed remittances will be forwarded to Customer.
- 3. Security Procedure.** The Security Procedures for access to the Lockbox Service through the Web Site are set forth in the Service Agreement. You agree that use of the Credentials constitutes a "commercially reasonable" security procedure for the verification of the authenticity of online access to the Lockbox Service. You authorize us and our service provider to rely and act upon any inquiry initiated through the Lockbox Service using your Credentials and agree to be responsible for any such inquiry that is processed in good faith.
- 4. Ordinary Care.** In performing the Lockbox Service and in the selection and use of facilities, equipment and personnel (including the carrier) required for such performance, and in the custody and safekeeping of materials furnished by Customer to Bank, Bank shall exercise

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ordinary care, subject to the limitations set forth in this paragraph or elsewhere in this Agreement. The parties recognize that there are no commonly accepted established existing industry standards as a standard of ordinary care for the performance of the Lockbox Service. Consequently, Customer agrees that Bank shall be deemed to have exercised ordinary care in the performance of the duties required of Bank under this Agreement if Bank substantially follows the procedures and practices set forth herein and in the Schedules hereto.

5. **Customer Agreements.** Customer agrees to follow the procedures outlined herein and in the Schedules hereto, or as otherwise provided in any Service Procedures, including, without limitation, those relating to document specifications for the remittance documents to be submitted to Bank hereunder. Customer will notify its payors to mail their remittances to the Lockbox by means of check, draft or money order and not to send cash or business reply mail or any other correspondence to the Lockbox. Customer acknowledges and agrees that the performance of the Lockbox Service requires data, documents, information or materials of any nature to be furnished by Customer, or requires the assistance or participation of Customer's personnel, and Customer, at Customer's sole cost and expense, hereby agrees to furnish all data, documents, information and materials and to perform all such acts and to make appropriate personnel, records, and facilities available to Bank, all at such times and in such form or manner as may be specified by Bank in order to enable Bank to perform the Lockbox Service hereunder. Customer is responsible for all printed forms, envelopes, postage, shipping and material costs and shall reimburse Bank for any expense incurred by Bank for any such items.
6. **Risk of Loss.** Bank shall bear the responsibility for damage, destruction, theft or loss of any remittance payments of Customer which occurs while such payments are in the Bank's possession; but no such payment shall be deemed to be in Bank's possession until the check or item representing same is actually received and physically held by Bank's personnel at its offices. Not in limitation of the foregoing, receipt by the Courier will not be deemed receipt by Bank of the contents of the Lockbox. If a remittance payment is received in the form of cash or in bearer form, Bank shall make all reasonable efforts to properly process and control same. Bank shall not, however, be responsible for any claimed loss or mysterious disappearance of cash, gift certificates or other payments in bearer form, unless such loss is proven to be the direct result of fraud or theft by an employee or employees of Bank. In no event shall the Bank be responsible for the loss, theft or disappearance of remittance payments of any kind or description while such payments are in the possession of the United States Postal Service, Federal Express, the Courier, or any other independent courier.
7. **Changes in Lockbox Service.** The processing, crediting and collection of all items will be subject to all Bank rules and regulations applicable thereto and to the terms of the depository account agreement between Customer and Bank with regard to the Lockbox Account. Bank may change the Lockbox Service as provided in the Service Agreement and Customer may request changes to or additional services by entering into one or more new Schedules with Bank, subject to Bank's approval.

Treasury Management Services Lockbox Addendum

Customer hereby designates the following Lockbox Account:

General Fund	1030030
Account Title	Account Number

Customer hereby designates the following Accounts for use with the Lockbox Service:

General Fund	1030030
Account Title	Account Number

Account Title	Account Number
---------------	----------------

Account Title	Account Number
---------------	----------------

Lockbox Address: PO Box 23821, Tampa, FL 33623-3821

The above address is assigned to the Customer as the Post Office Box to be used by Customer's customers or debtors in making the remittances to be processed to the Lockbox Account.

Customer may change the Lockbox Location, add and/or delete Lockbox Accounts by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

**Schedule 2
Treasury Management Services
Lockbox Addendum
Special Handling Instructions**

Customer hereby requests the following special handling instructions:

- ☐ Bank will provide a check photocopy to Customer.
- ☐ Bank will return envelopes to Customer in which the remittance payments are received, along with photocopy of check and any other contents.
- ☐ Bank will provide Internet access to the Web Archive application to allow the customer to view images of the transactions that were processed through the Lockbox Service. Images will be available by 9:00 a.m. the following Business Day. Customer will be responsible for providing a valid Internet IP address so Bank can allow Customer in through the firewall to gain this access.
- ☐ Other: All items being returned to Customer will be sent regular US mail unless FEDEX or other express delivery service account number is filled in here _____.
- ☐

Customer may change these instructions by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

Schedule 3
Treasury Management Services
Lockbox Addendum
Designated Payees

Customer authorizes and directs Bank to process payments made payable to up to ten (10) different payees specified by Customer below. All items not made payable to one of the payee names below shall be forwarded to the Customer unprocessed. If more than ten (10) different payees are requested by Customer, Bank will process all items received in the Lockbox regardless of the designated payee, and Customer authorizes Bank to process all such items.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Customer may add or delete payee names by request to the Bank Representative. Such change is subject to Bank approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

Schedule 4
Treasury Management Services
Lockbox Addendum
Exception Items Processing

Customer authorizes and directs Bank to process so-called "exception items" as follows:

1. Undated items: Bank ☐ is authorized ☐ is not authorized to insert the current date and process the item if the date is missing.
2. Outdated items: Bank may, in its sole discretion, decline to process any item that is dated more than 5 days after or 6 months before the processing date.
3. Inconsistent amounts: If the written amount and the numeric amount of an item differ, and Bank identifies this, Customer authorizes and directs Bank to use the written amount of the check as the paid amount and agrees that. Bank will not be held liable for any damages if an encoding error is created. Bank will take reasonable steps to correct any encoding error properly identified by Customer.
4. Restricted payments: If an item bears a restrictive legend or is accompanied by correspondence purporting to restrict the amount or nature of payment, Bank ☐ is authorized ☐ is not authorized to process the item for payment. Notwithstanding the foregoing, we assume no responsibility or liability for any failure to discover any such restriction or limitation.
5. Bank will accept and process Canadian items made payable in U.S. funds. Bank will process and deposit the check for the face value of the Canadian item. The check will then be processed through the International Exchange Department to determine the actual amount of the exchange rate. An adjustment will be completed and posted to the Lockbox Account or any other depository account of Customer for the exchange rate difference. All other foreign items will be returned to Customer prior to processing.
6. Dishonored Items.
 - (a) First return: Any Non-Sufficient Funds ("NSF") item in an amount of \$250 or less and any item missing an endorsement(s) which can be supplied by the Bank will be redeposited. Any NSF item in an amount exceeding \$250 will not be redeposited but will be charged against the Lockbox Account or other depository account of Customer and returned to Customer.
 - (b) Second return: Any NSF item in an amount of \$250 or less and all other dishonored items will be charged against the Lockbox Account or other depository account of Customer and returned to the Customer.
7. Foreign Funds. Bank shall have no responsibility for processing or depositing any items payable in any funds other than United States currency. Consequently, items payable in foreign funds shall be forwarded to Customer unprocessed.

Customer may change designations by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

Wire Transfer Services Agreement

This Wire Transfer Services Agreement (this "Agreement") is entered into by and between First Coast Community Bank, (the "Bank") and { City of Fernandina Beach } (the "Customer") as of the date executed by Bank, and governs your use of the Wire Transfer Service as described in this Agreement (the "Wire Transfer Service" or the "Service") provided by Bank to Customer.

1. Definitions.

Whenever the following terms are used herein, they shall be defined as follows:

- (a) **"Account"** means each Account that Customer designates in Schedule 1 to this Agreement (which is attached hereto and incorporated herein), from which Wire Transfers may be made and also means all of such Accounts, collectively.
- (b) **"Authorized Officer", "Authorized Partner" and "Authorized Member"** are defined in the certificate of authority or certified resolutions for this Agreement and **"Authorized Officer/Member/Partner"** means any one of them.
- (c) **"Authorized Representative"** means each individual that Customer designates in Schedule 1 (which is attached hereto and incorporated herein by reference) to act as its agent for purposes of this Agreement.
- (d) **"Change Request"** means a request to Bank made in the name, or having the identification number, of Customer as sender, orally (including by telephone), by a writing or by electronic transmission requesting amendment or cancellation of a Wire Transfer Request.
- (e) **"Fedwire"** means the funds transfer system owned and operated by the members of the Federal Reserve for the transmission and settlement of payment orders. The term does not refer to any particular computer, telecommunications facility, or Wire Transfer, but to the system as a whole, which may include transfers by telephone or by written instrument in particular circumstances.
- (f) **"Request"** means a Wire Transfer Request or a Change Request.
- (g) **"Repetitive Transfer"** means a Wire Transfer Request made routinely with standard instructions and to the same beneficiary pursuant to which the date and dollar amount of the transfer may vary with each request.
- (h) **"Semi-Repetitive Transfer"** means a Repetitive Transfer for which a portion of the message text may vary with each request.
- (i) **"SWIFT"** means the Society for Worldwide Interbank Financial Telecommunication, which is a member-owned cooperative that operates a worldwide financial messaging network, that enables customers to automate and standardize financial transactions.

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- (j) **"Wire Transfer"** means the process of carrying out a Wire Transfer Request, including the transaction or series of transactions, beginning with a Wire Transfer Request, which leads to payment of funds to an account or to a beneficiary.
- (k) **"Wire Transfer Request"** means a request to Bank made in the name, or having the identification number, of Customer as sender requesting that funds be transferred from an Account to a specified account or beneficiary.

All terms not defined in this Agreement shall have the meanings given to them in Article 4A of the Uniform Commercial Code ("Article 4A") as in effect in the State of Georgia from time to time.

2. Wire Transfer Requests.

- (a) At Customer's request and pursuant to the terms of this Agreement, Customer hereby authorizes Bank to receive and act upon Requests received using the Security Procedure described in Section 3 below, and to honor, execute and debit the same from the Account, in the amount specified in the Request. Unless Bank otherwise expressly agrees in writing, Customer agrees with and represents to Bank that all Requests will be initiated by Customer on its own behalf (and not on behalf of any third party) and in the ordinary course of Customer's business for its own business purposes.
- (b) In executing a Request, Bank may rely solely on the identifying number or bank account number supplied by Customer as the correct identification of a beneficiary or bank even if such number describes a person or bank different from the named beneficiary or bank to be paid. Customer's obligation to pay the amount of the Request shall not be excused in such circumstances and Customer shall be obliged to compensate Bank for any loss or expense incurred by Bank as a result of its reliance. Bank shall have no duty to detect any such inconsistency in identification.

3. Security Procedure.

- (a) Customer shall follow the Security Procedure set forth herein. The purpose of the Security Procedure is to verify that a Request is that of Customer. The Security Procedure for Customer's Requests include the following: Customer may make Requests by an Authorized Representative in person at a Bank branch or by facsimile, electronic mail or telephone or via Business Internet Banking. Customer choosing fax, email or telephone must designate its Authorized Representatives on Schedule 1. Bank has the option, but not the obligation, to authenticate any Wire Transfer instruction by having it verified by another Authorized Representative, by signature verification, or by any other means Bank considers appropriate, but failure to authenticate instructions will not be evidence of any failure to exercise reasonable care or to act in good faith. Bank will not be liable for refusal to honor any Wire Transfer Request or Change Request if it is not able to satisfy itself that the instructions given by an Authorized Representative are in accordance with the procedures outlined herein. Customer acknowledges that requests made by facsimile, electronic mail or telephone inherently pose a greater risk of unauthorized transfers and do not allow Bank to use the same level of Security Procedure available for in-person Requests and agrees that if Customer elects to make Requests by facsimile, electronic mail or telephone, Customer will

have refused the Security Procedure. Customer further acknowledges that electronic mail may not be secure and should not be used to transmit confidential information.

- (b) If customer has signed the Synovus TM Services Agreement and the Business Internet Banking (BIB) Services Addendum and the Bank has approved access to the Wire Transfer Service (in its sole discretion) then customer may initiate requests through the BIB Service. Customer shall follow the Security Procedure set forth in the BIB Addendum when initiating Requests through the BIB Service. Customer acknowledges that the purpose of the Security Procedure is to verify that a Wire Transfer Request or Change Request is that of Customer and is not intended to detect errors in Wire Transfer Requests or Change Requests. Customer agrees that the Security Procedure is a commercially reasonable method of verifying the authenticity of Wire Transfer Requests and Change Requests in view of its requirements. Customer designates its Administrator and Accounts for Wire Transfer Service through the BIB Service and its aggregate Customer Daily Limit (herein so called and the amount of which is defined in Schedule 2 attached hereto and made a part hereof by this reference). Except as otherwise expressly changed in Schedule1, the Security Procedure terms of the BIB Addendum apply to Wire Transfers initiated through the BIB Service. Administrator will designate through the BIB Service the names and titles of the authorized users (the "Authorized Users") authorized to initiate Requests on behalf of Customer. Customer hereby confirms to Bank that the Authorized Users designated by the Administrator through the BIB Service are authorized to provide Bank directions for Wire Transfers with respect to the Account from time to time. Capitalized terms used but not defined herein shall have the meanings provided in the BIB Addendum.
 - (c) Bank, at its sole discretion may from time to time modify or implement additional security measures. Bank may implement material changes or modifications on not less than ten (10) days' written (including electronic) notice to any Authorized Representative. Any such changes or modifications shall be deemed accepted by Customer upon the earlier of: the date that Customer initiates a Request; or ten days from the date of the notice if Customer does not object in writing to such change or modification. Notwithstanding the foregoing, Bank may make such changes as it deems necessary or appropriate to protect the security of the Wire Transfer Service or any of its related systems, networks, hardware, software or processes, all without prior notice to Customer.
 - (d) Customer agrees that it has carefully analyzed the Security Procedure in light of its security requirements and in light of the size, type and frequency of the Wire Transfer Requests and Change Requests normally made or proposed to be made, to Bank by Customer, and Customer has determined that the Security Procedure is a commercially reasonable method of verifying the authenticity of Wire Transfer Requests and Change Requests in view of its requirements. Customer agrees that the Security Procedure is not intended to detect errors in Wire Transfer Requests or Change Requests.
4. **Reliance Upon Security Procedure.** Customer agrees that any Wire Transfer Request or Change Request which is issued by or in the name of Customer and accepted by Bank in good faith and in compliance with the Security Procedure will be effective as the order of Customer, and that Customer will be bound thereby even if such request was not authorized by Customer.

5. **Initiating Wire Transfer Requests.** The procedures for initiating Requests will vary depending upon the type of request. For Repetitive and Semi-Repetitive Transfers, the Authorized Representative shall provide Bank with (a) the name of the Authorized Representative who is initiating the request; (b) the correct identifying number for the transfer; (c) the amount to be transferred; (d) any information unique to the particular transfer; and (e) any additional information Bank may require. To initiate all other Wire Transfer Requests, an Authorized Representative shall provide Bank with the: (i) name of Authorized Representative initiating the request; (ii) Account number at Bank from which funds are being authorized to be withdrawn; (iii) amount to be transferred; (iv) name and identifying number of the institution to which funds are to be transferred; (v) name and account number of the beneficiary to which the funds are to be transferred; and (vi) any additional information Bank may require.
6. **Cut-Off Time.** If Customer wants a Wire Transfer to be made on the same day as the request for such a transfer is made, Customer shall request such Wire Transfer on or before Bank's deadline for such transfers. Bank may execute a Request received on a Business Day but after the applicable Cut-Off Time on the same day Bank receives the request, but Bank shall have no obligation to do so, and shall not be liable for any delay, failure or other cost or loss resulting from Bank's execution of any Request received after the Cut-Off Time. Any Wire Transfer Request received on a non-Business Day or after the applicable Cut-Off Time that is not executed by Bank on the same day will be executed by Bank on the following Business Day. Bank may amend these stated Cut-Off Times upon prior notice to Customer.
7. **Rejection of Wire Transfer Request.** Bank may, in its sole discretion reject a Wire Transfer Request for any reason, including, without limitation, when the amount of the Wire Transfer Request which, either in whole or in part, exceeds Customer's actually and finally collected funds on deposit with Bank in the applicable Account. Funds that, in the reasonable determination of Bank, are subject to a hold, dispute, or legal process preventing their withdrawal, shall be deemed not available. If Bank creates an overdraft to complete a Wire Transfer, Customer agrees to repay Bank immediately the amount of the overdraft, whether or not demand is made. Bank is not obligated, however, to create an overdraft for that purpose, even if it has done so previously. Bank may also reject a Wire Transfer Request if Bank is not able to verify the request through the Security Procedure or, even if it does verify the request, if Bank believes the request was not authorized by the Customer. Bank shall have the absolute right to reject a Wire Transfer Request, which does not conform in form and substance with the requirements of this Agreement. Bank may, within a reasonable time after rejection, give Customer notice of rejection of a Wire Transfer Request orally, electronically, or in writing; provided, however, that Bank shall have no liability for failure to give such notice, and the failure alone of Bank to give notice of rejection shall not result in acceptance of a Wire Transfer Request. Nothing in this Agreement shall be interpreted as obligating Bank to accept any Wire Transfer Request, or to take any action with respect thereto, except as expressly provided in Article 4A or this Agreement.
8. **Amendment or Cancellation by Customer.** If Customer wants to amend or cancel a Wire Transfer Request, the order must be received by Bank's Wire Transfer Department in sufficient time for Bank to act on such instruction prior to the time the Wire Transfer is affected by Bank. Bank makes no representation or warranty as to its ability to amend or cancel a Wire Transfer once initiated. Bank reserves the right to require that any Change Request be presented or confirmed in writing. Customer agrees to indemnify and hold Bank harmless for all expenses,

costs or other liabilities incurred by Bank in acting to cancel or revoke a Wire Transfer. In the event the amendment or cancellation request is received after execution of the Wire Transfer, Bank will use reasonable efforts to initiate a Wire Transfer Service Message requesting an amendment or a wire reversal as instructed by Customer. The Wire Transfer Service Message is an administrative wire that will be executed by Bank in accordance with Article 4A, existing Federal Reserve System rules and regulations, and the SWIFT rules and regulations, each as applicable. Bank's execution of a Wire Transfer Service Message does not constitute Bank's acceptance of Customer's amendment or cancellation request or any representation or warranty by Bank that any wire reversal or amendment will be effected. Under no circumstances will Bank be liable to Customer for amendments or cancellations received by Bank after execution of the Customer's Wire Transfer. Customer agrees to reimburse Bank for any costs, losses or damages, including reasonable attorney's fees, Bank incurs in connection with the Customer's amendment or cancellation request.

9. **Processing Wire Transfer Requests and Change Requests.** Bank may send instructions by wire, telegraph, telephone, cable, or whatever other transmission method Bank considers to be reasonable. Bank shall not be liable for any third party's failure to process or delay in processing any instruction. Without limiting the foregoing, Bank may, in its discretion, process Wire Transfer Requests and Change Requests through the Federal Reserve Bank System, SWIFT, and/or correspondent banks. In the case where the beneficiary's bank is Bank, Bank may simply debit and credit the appropriate accounts as requested in the Wire Transfer Request. If any Wire Transfer Request requires the conversion of U.S. dollars to a foreign currency, a foreign currency to U.S. dollars, or Customer requests either such conversion of funds, then the rate of conversion shall be as determined by Bank, in its reasonable discretion. Customer acknowledges that even if a Request to make payment to a beneficiary whose bank is not located in the United States (the "paying bank") is made in U.S. dollars, the paying bank may make the payment in foreign currency.
10. **Statements; Notice of Wire Transfers.** All of your Wire Transfers made through the Wire Transfer Service will be described on your periodic Account statements. You agree that no other notice is required with respect to the payment of Wire Transfers.
11. **Account Reconciliation**
 - (a) You must examine the periodic statement for each Account with "reasonable promptness." You agree that the time to examine the statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of fifteen (15) days from the date that the statement is first made available to you.
 - (b) If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. You must furnish the following information to us: (i) your name and Account number; (ii) a description of the error or transfer, and a complete explanation of the error, or request for more information; and (iii) the dollar amount of the suspected error; and any other information required by us. If you contact us by telephone, we may require that you send the complaint or question in the form of a paper writing by postal mail or fax within ten (10) Business Days. If you fail to give us written notice of a discrepancy or error within the fifteen (15) day period specified above then we shall not

(i) be liable for any loss of interest with respect to an unauthorized or erroneous debit relating to a Wire Transfer Request or Change Request or other discrepancy shown in the confirmation and (ii) shall not otherwise be required to compensate you or credit your applicable account with respect to any actual or claimed loss of interest or any interest equivalent.

- (c) If you fail to perform any of these duties, you will have to either share the loss with us, or bear the loss entirely (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items, transfers or payments on the statement but other items forged or altered or unauthorized transfers or payments made by the same wrongdoer. If you do not report to us as provided in subsection (a) or (b) above, you agree that you will be liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. You further agree that if you fail to report any unauthorized signature, alteration, forgery, transfer or payment or any other error in any Account within thirty (30) days of when we make the statement available, you cannot assert a claim against us on any item, transfer, payment or other error in that statement, and the loss will be entirely yours. This 30-day limitation is without regard to whether we exercised ordinary care. In that event, you will be liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. Not in limitation of the foregoing, if you fail to give us the written notice required above within such thirty (30) day period, you shall be deemed to have waived any right to the payment associated with such request and you shall be precluded from asserting that we are not entitled to retain the payment associated with such request. This limitation is in addition to those contained elsewhere in this Agreement and under applicable law

12. Payment for Service.

- (a) In accordance with each Schedule of Fees and Charges that is applicable to this Agreement or otherwise in connection with the Service (collectively, the "Fee Schedule"), we will charge fees for the Service and any other fees related thereto to your Payment Account each month. You authorize us to charge your Payment Account in order to obtain payment for the Services through account analysis, compensating balances, or by direct debit of the Payment Account, or by a combination of the preceding, but debiting the Payment Account is not our exclusive remedy. Not in limitation of the foregoing, you authorize us to debit any other Account or account or to set off against any amounts we may owe you to obtain payment if there are not sufficient funds in the Payment Account. We will notify you of any debit made under this paragraph either by separate written notice or as part of our statement of the account for the period in which the payment amount was debited. The Payment Account is designated in Schedule 1.
- (b) Bank's failure to assess any charges or to assess charges in any specific amount does not waive Bank's right to increase or decrease the amount of charges later. Fees are reviewed periodically and are subject to change. We will notify you of any fee changes, as provided in this Agreement or the applicable Service Addendum.

13. Business Days. Our Business Days are Monday through Friday, excluding Federal Reserve and applicable state banking holidays.

14. Your Liability for Unauthorized Transfers Made Using the Services. You acknowledge and agree that the Electronic Funds Transfer Act and its provisions limiting consumer liability do not apply to your Accounts. Further, you agree, we shall have no liability of any nature whatsoever to you or any other party resulting from any transactions involving your Accounts using the Wire Transfer Service, and you hereby release us from any such liability to you and agree to indemnify and hold us harmless from and against any such liability to any third party. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous payment orders or other instructions or communications initiated through the Wire Transfer Service. Your liability for unauthorized or erroneous items is also governed by your Account agreement with us.

15. Your Notice to Us of Unauthorized Transfers, Errors and Questions. If you believe that someone has transferred or may transfer money from your Account without your permission or in case of errors or questions about your electronic transfers, you should telephone your Bank Representative immediately.

16. Financial, Account, and Other Information.

(a) Upon our request from time to time, you agree to promptly furnish all financial and other information to us as we deem necessary or appropriate, in our sole discretion, for the provision of the Wire Transfer Service, review of the Accounts, or the performance of our responsibilities or the exercise of our rights under this Agreement. Not in limitation of the foregoing, Customer agrees to furnish Bank with financial statements that at all times reflect Customer's three most recent fiscal years. Unless waived by Bank or heretofore furnished by Customer, such statements for the three fiscal years ending next prior to the date hereof shall be furnished for Bank's consideration before any Wire Transfer Request is initiated by Customer. Statements for each subsequent fiscal year ending after the date hereof shall be furnished to Bank within 90 days after the close of such fiscal year. Statements for each fiscal year shall fairly present in all material respects the financial condition of Customer at the close of such fiscal year in conformity with generally accepted accounting principles, and, if required by Bank, shall be prepared by independent certified public accountants acceptable to Bank.

(b) We will take reasonable precautions to maintain the confidentiality and security of your private Account information; provided, however, that *you specifically consent to the disclosure of such information or any other information about you in connection with the performance of the Wire Transfer Service, the enforcement of any of our rights or exercise of any of our remedies hereunder, in compliance with our security programs, or as permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which we may be subject.* You acknowledge that if any third party performs any part of or provides access to the Wire Transfer Service, we will not be liable for any disclosure by any such third party servicer, agent, independent contractor or other entities.

17. Our Intellectual Property; Confidential Information.

(a) You acknowledge that the Security Procedures and all of our computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trademarks,

tradenames, service marks, logos and intellectual property relating to the Services are and will continue to be our sole and exclusive property or the property of our servicers, agents or independent contractors, and you do not and will not claim any interest in them, or act in any way inconsistent with our rights in them and will return them to us promptly upon termination of this Agreement, the applicable Service, or earlier, upon our request.

- (b) "Confidential Information" means trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information in various forms, including, without limitation, software, customer and/or membership lists, forms, procedures, manuals and other documents and records, which information is used or useful in the conduct of each Bank's business. Customer acknowledges that, as a result of its use of the Wire Transfer Service, it will learn or will have access to Confidential Information of Bank and further acknowledges that: (i) although all or any part of such Confidential Information may be obtainable from other sources, it could only be obtained or developed at great expense over a long period of time and all such Confidential Information is therefore an extremely valuable and important business asset in Bank's business; and (ii) the Confidential Information is the exclusive property of Bank. Except as otherwise expressly contemplated by this Agreement, Customer shall not, at any time either during or after the term of this Agreement, regardless of how this Agreement is terminated, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available, the Confidential Information which Customer learns, or to which it has had access or which has been revealed to it during the term of this Agreement. The parties agree that the restrictive covenants contained in this Section are reasonable and necessary to protect Bank's legitimate interests and that any losses arising from a party's breach thereof cannot reasonably and adequately be compensated by monetary damages and will cause Bank to suffer irreparable harm. Accordingly, upon the failure of Customer to comply with the restrictive covenants contained in this Section, Bank will be entitled to seek injunctive or other extraordinary relief. Upon the termination of this Agreement, or upon written demand, whichever shall first occur, Customer shall promptly return to Bank all Confidential Information in such Customer's possession or control.

- 18. Authorization to Obtain Information.** You agree that we may obtain and review your credit report from an authorized credit bureau and that we may obtain information from your payees regarding your payments and the payee accounts to be credited in order to facilitate proper handling and crediting of your payments.

- 19. Termination.** You may terminate your use of the Wire Transfer Service at any time by calling your Bank Representative. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Wire Transfer Service terminated. We may require that you confirm your request be in writing. We will charge you fees for the month in which your termination is effective in accordance with this Agreement unless (a) you terminate the Wire Transfer Service between the first and the fourteenth day of the month, and (b) during such time, no transactions involving any of the Accounts have occurred. We may suspend or terminate your use of all or any of the Services, at any time without prior notice. Your access to the Wire Transfer Service will be terminated automatically if your Payment Account or Accounts are closed, or access to any said Account is restricted for any reason. Termination of this Agreement terminates only your access to the Wire Transfer Service and will not affect your liability or

obligations under this Agreement for transactions we have processed or that are in process on your behalf prior to such termination or any other obligations, which, by their nature, survive termination.

- 20. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND WE HEREBY DISCLAIM ALL SUCH WARRANTIES.** *Not in limitation of the foregoing, we do not warrant that the Wire Transfer Service will operate without errors, or that the Wire Transfer Service will be available and operational at all times.*

21. Limitation of Liability.

- (a) **Customer understands and agrees that Wire Transfer Requests and Change Requests are generally effected through automated processes, that the persons conducting such operations do not have knowledge of Customer's unique circumstances, if any, even though such circumstances may be known to other persons within Bank, and that it is not the duty of persons possessing such knowledge to communicate it to persons responsible for wire transfer operations. EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF OR DELAY OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ANY BENEFICIARY OR BENEFICIARY'S BANK, ANY INTERMEDIARY BANK, INTERNET ACCESS SERVICE PROVIDER, OR ANY SERVICE PROVIDER (THE "THIRD PARTIES") TO PERFORM OR TO PROVIDE ANY SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER THE LESSER OF: YOUR ACTUAL DAMAGES; OR THE TOTAL AMOUNT OF ALL SERVICE FEES ACTUALLY PAID BY CUSTOMER TO BANK IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH BANK'S LIABILITY IS FINALLY DETERMINED. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER: (1) UNDERSTANDS AND AGREES THAT ANY CLAIM AGAINST BANK SHALL BE LIMITED TO CLAIMS FOR WHICH A**

REMEDY IS PROVIDED EITHER BY A NON-VARIABLE PROVISION OF ARTICLE 4A OR BY THIS AGREEMENT; AND (2) WAIVES THE RIGHT TO BRING ANY CLAIM ON ANY OTHER LEGAL THEORY WHATSOEVER, WHETHER IN CONTRACT OR TORT IRRESPECTIVE OF WHETHER OR NOT UNDER SUCH THEORY OR THEORIES THE ASSERTED BANK DUTIES OR OBLIGATIONS ARE DEEMED TO BE IN ADDITION TO OR INCONSISTENT WITH THOSE SET FORTH HEREIN OR IN ARTICLE 4A. IN NO EVENT WILL BANK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO BANK.

- (b) Bank shall not be liable for any expense, loss or damage arising out of or in any way relating to this Agreement (including, without limitation, any expense, claim, loss or damage arising out of any ambiguity, in Bank's opinion, in Wire Transfer Requests or Change Requests given to Bank) except that which arises out of its own acts or omissions constituting gross negligence or willful misconduct in the performance of its obligations under this Agreement, subject to the limits in this Section 21.
- (c) Customer acknowledges and agrees that the Electronic Funds Transfer Act, including, without limitation, the provisions thereof limiting consumer liability, are not applicable to Customer's Wire Transfer Request or its account(s) with Bank. Further, Customer acknowledges and agrees that unless Bank has been grossly negligent or engaged in willful misconduct in the acceptance of a Wire Transfer Request and the adherence to the Security Procedures of this Agreement with regard to a third party initiating and completing a Wire Transfer who is not reflected in Bank's records as an Authorized Representative or who has, through deception or subterfuge, passed himself/herself as an Authorized Representative, Bank shall have no liability of any nature whatsoever to Customer or any other party resulting from any transactions involving Customer utilizing the Service, and Customer hereby releases Bank from any such liability to Bank and agrees to indemnify and hold Bank harmless from and against any such liability to Customer and any third party.
- (d) Bank's liability is limited solely to direct money damages actually incurred by Customer in an amount not exceeding the greater of (1) Bank's fees and charges for the Service during the month in which such acts or omissions occurred, or (2) the amount, if any, (i) of funds transferred from Customer's account (or an account controlled by Customer) which exceeded the amount specified in the applicable Wire Transfer Request, (ii) of a Wire Transfer Request executed by Bank, the authenticity of which has not been verified through the use of the Security Procedures, or (iii) of funds transferred by Bank to an account or transferee not specified in the applicable Wire Transfer Request. If such an excess or incorrect transfer occurs, Bank shall credit Customer's account as of the applicable payment date. In no event will Bank be liable for any special, indirect, exemplary, or consequential damages, including, but not limited to, lost profits.
- (e) Bank shall not be responsible for the acts or omissions of any other person or entity, including any Federal Reserve Bank or transmission or communications facility, or any recipient of a payment or a payment order intended to carry out a Wire Transfer Request. No such person shall be deemed Bank's agent.

(f) Bank shall be excused from failing to act or delay in acting, and any failure or delay shall not constitute a breach of this Agreement or otherwise give rise to any liability of Bank if (i) the failure or delay arises out of a legal constraint, interruption of communication facilities, equipment failure, war, emergency conditions, natural disaster, labor dispute or other causes beyond the control of Bank, or (ii) Bank believes its action would violate any guideline, rule, regulation or policy of any government authority (including a Federal Reserve Bank). Bank shall not be liable or responsible to Customer in any manner for any delay or failure to transfer any amount hereunder due to such guidelines, rules, regulations or policies which limit, in the aggregate, the amount Bank can transfer from time to time during any banking day; provided, however, that Bank promptly notifies Customer if the Wire Transfer Request is not executed on the requested Execution Date and that Bank effectuates the transfer as soon as is reasonably possible thereafter. *Bank shall not be liable for any expense, loss or damage arising out of or in any way relating to any ambiguity, in Bank's sole opinion, in Wire Transfer Requests given to Bank. Bank's liability is limited solely to direct money damages actually incurred by Customer in an amount not exceeding the greater of (a) Bank's fees and charges for the Service during the month in which such acts or omissions occurred, or (b) the amount, if any, (i) of any Wire Transfer that exceeded the amount specified in the applicable Wire Transfer Request, (ii) a Wire Transfer Request executed by Bank, the authenticity of which has not been verified through the use of the Security Procedure, or (iii) a Wire Transfer by Bank to an account or transferee not specified in the applicable Wire Transfer Request (if such an excess or incorrect transfer occurs, Bank shall credit Customer's account as of the applicable payment date), Bank shall be excused from failing to act or delay in acting, and any failure or delay shall not constitute a breach of this Agreement or otherwise give rise to any liability of Bank if Bank believes its action would violate any guideline, rule, regulation or policy of any government authority (including a Federal Reserve Bank). Bank shall not be liable or responsible to Customer in any manner for any delay or failure to transfer any amount hereunder due to such guidelines, rules, regulations or policies which limit, in the aggregate, the amount Bank can transfer from time to time during any Business Day; provided, however, that Bank promptly notifies Customer if the Wire Transfer Request is not executed on the requested execution date and that Bank effectuates the Wire Transfer as soon as is reasonable possible thereafter.*

22. Indemnification. Except as may be directly attributable to our lack of good faith or failure to exercise ordinary care and as limited by UCC Section 4-103 as in effect, you agree to defend, indemnify, and hold us and our affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) (the "Indemnified Parties") harmless from and against any and all losses, liabilities, costs, damages (including punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands (the "Indemnified Losses") to which any of the Indemnified Parties may be subject or may incur arising out of or in connection with its or their performance of this Agreement or the Wire Transfer Service, or any of your obligations, responsibilities, warranties or representation relating to the Service, or your breach of any term of this Agreement, regardless of the nature of any loss. You agree to indemnify the Indemnified Parties against any of the Indemnified Losses or expenses resulting from or arising out of any claim of any person that we are responsible for the act or omission of you or any of the Third Parties (as defined in the Limitation of Liability section). You agree that we and the other Indemnified Parties shall not be responsible for any loss, property damage or

bodily injury arising out of or resulting from the failure of any person to provide you with access to any of the Services, whether caused by the equipment, software, us, Internet service providers, Internet browsers, or parties providing communication services to or from you. Not in limitation of the foregoing, Customer hereby releases Bank from, and hereby agrees to indemnify and hold the Indemnified Parties harmless from and against, any and all damages, costs, and expenses (including attorneys' fees), arising from:

- (a) Wire Transfers performed in accordance with directions given by any Authorized Representative;*
- (b) Any error or delay in a Wire Transfer caused by any agent used by Bank, including, but not limited to, any Federal Reserve Bank;*
- (c) Bank's decision not to complete a Wire Transfer if Bank is unable to verify instructions after seeking such verification;*
- (d) Bank's decision not to make a Wire Transfer if the applicable Account does not have a balance of actually and finally collected funds sufficient to cover the amount of the transfer; or*
- (e) If the Wire Transfer is prohibited as a result of a court order, garnishment, tax levy, or if for any reason Bank reasonably believes that execution of a Wire Transfer might result in an unauthorized or erroneous transfer or might otherwise cause Bank to suffer a loss.*

23. Arbitration Agreement.

- a) Any controversy or claim arising out of or relating to this Agreement, or breach thereof, or any relationship resulting therefrom, shall be resolved by binding arbitration under the Federal Arbitration Act, 9 U.S.C. section 1 et seq., administered by the American Arbitration Association in accordance with its Commercial Financial Disputes Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law.**
- (b) Nothing in the preceding paragraph, or otherwise, nor the exercise of any right to negotiation or arbitration, nor the commencement or pendency of any proceeding, shall limit the right of any party to this Agreement:**
 - (i) to seek judicial equitable relief, or other equitable relief available to it under applicable statutory and/or case law including, but not limited to, injunctive relief and the appointment of a receiver; or**
 - (ii) to exercise any self-help rights or any other rights or remedies available to it by contract or applicable statutory or case law (including but not limited to the filing of an involuntary petition in bankruptcy, the right of set off, attachment, recoupment, foreclosure, or repossession) with respect to its extension of credit, the protection and preservation of collateral, the liquidation and realization of collateral, the protection, continuation and preservation of lien rights and priorities, the collection of indebtedness, and the processing and payment or return of checks, whether such occurs**

before, during or after the pendency of any negotiation or arbitration proceeding.

The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary rights or remedies or exercise of self-help remedies, all as provided herein, and the pursuit of any such rights or remedies, shall not constitute a waiver of the right or obligation of any party, including the plaintiff seeking judicial relief or remedies, to submit a dispute to negotiation, mediation and arbitration, including disputes that may arise from the exercise of such rights.

- (c) The arbitrator(s) shall not have the power to order specific performance of any obligation or duty of any party to this Agreement or to issue injunctions in connection therewith or otherwise or to enter an award on behalf of any class of claimants.
- (d) Arbitrators appointed by AAA hereunder shall be appointed from the National Roster for Commercial Financial Disputes as provided in the Rules unless otherwise mutually agreed to by the parties. Mediators shall be appointed, with consent by the parties, from the National Panel of Mediators, when practicable, but otherwise by AAA with the consent of the parties.

24. Governing Law; OFAC and BSA. Transfers of funds initiated or received by Customer may be made through Fedwire. If Fedwire is used in a Wire Transfer, the rights and obligations of the parties to the transfer shall be governed by Regulation J, Subpart B, 12 CFR Part 210 ("Reg J"), as in effect at the time of the transfer. As to matters not covered by Reg J, the validity of this Agreement and all other transactions provided for herein shall be governed by, interpreted and construed under, and in accordance with, the laws of the state of Georgia, without regard to conflict of law principles. Customer agrees to use the Wire Transfer Service only in accordance with all applicable federal and state laws and all applicable funds transfer system rules and you agree to comply with all of the foregoing during the term of this Agreement. International Wire Transfer may be subject to the rules and requirements of SWIFT and/or the laws of other countries, and Customer agrees to be bound by and comply with all of the foregoing. Nothing in this Agreement shall be interpreted as obligating Bank to accept any Wire Transfer Request, or to take any action with respect thereto, except as expressly provided in Article 4A or this Agreement. Customer acknowledges and agrees that the transfers contemplated herein are subject to the statutory provisions pertaining to, and the rules and regulations issued by, the Office of Foreign Assets Control ("OFAC"), such statutory provisions, rules and regulations being collectively hereinafter referred to as the "OFAC Rules." Customer acknowledges that it has access to the OFAC Rules and will comply with all provisions thereof. In that regard, Customer warrants and represents that neither Customer nor any beneficiary is on the list issued by OFAC known as the Specifically Designated Nationals and Blocked Persons List ("SDN List"). The United States Department of Treasury ("DOT") periodically updates the SDN List. Said updates may be obtained by accessing the DOT website at www.treas.gov/ofac. It is the sole responsibility of Customer to obtain the most recent updates to the SDN List and to ensure that any beneficiary is not on the SDN List. As between Customer and Bank, notwithstanding any other provision of this Agreement to the contrary, Customer shall be fully liable for all violations by Customer of the OFAC Rules, and, without limiting the generality of the foregoing, Customer shall

immediately reimburse Bank for the amount of any liability of any nature whatsoever imposed upon Bank by OFAC or under the OFAC Rules resulting from either Customer or any beneficiary being on the SDN List. Not in limitation of the foregoing, Customer further warrants that it will not request any Wire Transfer which, if accepted by Bank, would cause Bank to be in violation of any rule, regulation, or order of OFAC or subject Bank to any sanction imposed by OFAC or any regulatory agency. Customer represents and warrants to Bank that Customer maintains an anti-money laundering program, customer identification program, and customer due diligence program each meeting the requirements of Bank Secrecy Act and related regulations, including without limitation 31 C.F.R. Part 103 (collectively, the "BSA"), and further represents and warrants that Customer will not submit Wire Transfer Requests or Change Requests on behalf of persons that are not "customers" of Customer as defined in 31 C.F.R. § 103.121. All penalties imposed by OFAC or any bank regulatory agency with respect to OFAC will be passed on to Customer and Customer hereby indemnifies and holds harmless Bank, Bank's affiliates, and their respective officers, employees, directors, and agents from and against any expense, loss or damage arising out of Customer's failure to screen Customer's requested Wire Transfers as provided in this Section.

- 25. Entire Agreement.** This Agreement, along with the Fee Schedule, and the attached Schedules, constitutes the entire agreement between you and us related to the Wire Transfer Service and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts, this Agreement shall control. This Agreement may be amended only in writing (including any electronic communication by us) and may not be amended verbally or by course of conduct.
- 26. Minimization of Risk.** If and to the extent we permit you to have the use of funds for which you have not received final, nonavoidable payment in collected funds, the use of such funds will constitute a financial accommodation to you, which we may terminate at any time. We have the absolute right to delay the availability of funds for the Payment Account or any other account, without regard to the Funds Availability Schedule or any practice or pattern of practices by you. If we deem, in our sole and absolute discretion, that our risk exposure as provider of the Services under this Agreement has become too great, we may act to minimize this exposure by (a) requiring you (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer, or (b) placing holds on any of your accounts with us (including, without limitation, the Payment Account) for each transfer. The provisions of this paragraph may be limited only by the requirements of applicable federal banking regulations.
- 27. Cooperation in Loss Recovery Efforts.** In the event of any damages for which we or you may be liable to each other or to a third party pursuant to the services provided under this Agreement, we and you will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any action that the relevant party may be obligated to defend or elects to pursue against a third party.
- 28. Recording of Communications.** You authorize us to tape record any telephone conversations made in connection with this Agreement and to retain such recordings for as long as we deem, in our sole discretion, appropriate.

- 29. Events of Default.** Each of the following shall constitute an event of default by you under this Agreement: any (a) breach of your obligations, warranties or covenants under this Agreement; (b) failure to pay any charges due in connection with the Services; (c) material falsity, inaccuracy or incompleteness of any representation made by you in connection with any of the Services (either when made or thereafter); or (d) default by you under any other agreement between us and you (including, without limitation, any loan or security agreement).
- 30. Books and Records.** Customer shall maintain books of account and records, in accordance with standard accounting practices and procedures, of all transactions pertaining to its obligations under this Agreement for a period not less than the period legally required for the retention of such records, and after such time until Bank shall be offered a reasonable opportunity to copy such records prior to the destruction thereof. Bank may, at its own expense and upon reasonable prior notice to Customer, have full access to and the right to inspect and copy the books and records of Customer pertaining to its obligations under this Agreement and all transactions initiated by Customer through the Wire Transfer Service.
- 31. No Waivers.** No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefor or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.
- 32. Assignment.** You may not assign this Agreement to any other party. In our sole discretion, we may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.
- 33. Commercial Agreement.** You agree to use the Wire Transfer Service only for business purposes for the Accounts and not for any personal, consumer, or household purposes or accounts.
- 34. No Extension of Credit.** Nothing in this Agreement nor any course of dealing between you and us constitutes our commitment or obligation to lend money to you or obligates us to extend any credit to you, to make a loan to you, or otherwise to advance funds to you to pay for any payment order contrary to our published availability schedules.
- 35. Amendments.** Notwithstanding any other term of this Agreement, we may amend or change any of the terms and conditions of this Agreement (including, without limitation, the Fee Schedule) at any time upon notice to any one of your Authorized Representatives at any time prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Wire Transfer Service. This provision shall not be deemed to alter or affect any obligations, which we have under applicable law regarding disclosures concerning our funds availability policy.
- 36. Notices.** Except as otherwise expressly provided herein, Bank will not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter. You agree that we may provide any notice to you called for in this Agreement or any other communication in connection with this Agreement or the Wire Transfer Service by email to any email address you have

provided us for notice, or by mail to the street address you have provided us, as Bank may select. You agree that our ability to communicate with you is dependent on the validity of your e-mail address on our records, and that you will promptly notify us of any change in your e-mail address and that we will have no obligation to redeliver any e-mail that is delayed or returned. All notices to Bank under this Agreement shall be provided to us at our address provided following Bank's signature below and shall be sent to the attention of your Bank Representative.

37. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, each of Customer and Bank do hereby execute and agree to the terms of this Agreement as of the date set forth below its signature hereto.

First Coast Community Bank

By: Stephanie Ogilvie

Signature: Stephanie Ogilvie

Title: Treasury Management Services

Date: 7/9/2012

Address for notice: _____

Bank Representative: Stephanie Ogilvie

City of Fernandina Beach

Customer

By: Joe Gerrity

Signature: Joe Gerrity

(for a business entity by its Authorized Officer/Member/Partner, as applicable)

Date: 7/9/2012

Address for notice: _____

E-mail: _____

ATTEST: Mary L. Merer
By: Mary L. Merer
Printed Name: Mary L. Merer
Title: City Clerk
Date: 7/17/12

Schedule 1
Wire Transfer Services Agreement
Wire Transfer Accounts and Authorized Representatives
NON-BIB INITIATED WIRES ONLY

Customer hereby designates the following Payment Account and Accounts for the Wire Transfer Service:

_____ Payment Account Title	_____ Payment Account Number	_____ Payment Account ABA Routing Number
_____ Account Title	_____ Account Number	_____ ABA Routing Number
_____ Account Title	_____ Account Number	_____ ABA Routing Number
_____ Account Title	_____ Account Number	_____ ABA Routing Number
_____ Account Title	_____ Account Number	_____ ABA Routing Number
_____ Account Title	_____ Account Number	_____ ABA Routing Number
_____ Account Title	_____ Account Number	_____ ABA Routing Number

Customer hereby designates the following individuals as its Authorized Representatives, each of whom is hereby authorized and empowered to enter into one or more amendments to the Agreement, act as Customer's agent for purposes of initiating Wire Transfer Requests and Change Requests and related instructions, and for verification of the same, and send notices and other communications to and receive notices and other communications from Bank regarding the Wire Transfer Service, and certifies that the signature of each Authorized Representative set forth below is genuine, and authorizes Bank to rely on the notices, instructions, information, and other communications provided by any of the Authorized Representatives. Customer may add or delete Authorized Representatives by entering into a new Schedule 1 with Bank.

Account Title: General Fund

Account Number: 1030300

Authorized Representative

Name (Print or Type): Janet Harris

Title:

Telephone: 904-277-7311

E-mail Address: jharris@fbfl.org

Signature:

Account Title:

Account Number:

Authorized Representative

Name (Print or Type): Patti Clifford

Title:

Telephone: 904-277-7311

E-mail Address: pclifford@fbfl.org

Signature:

Account Title:

Account Number:

Authorized Representative

Name (Print or Type):

Title:

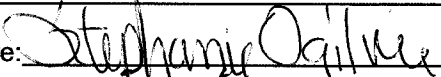
Telephone:

E-mail Address:

Signature:

First Coast Community Bank

By: Stephanie Ogilvie

Signature: 

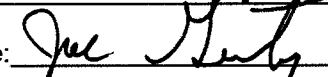
Title: Treasury Management Services

Date: 7/9/2012

City of Fernandina Beach

Customer

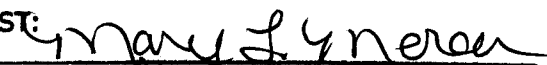
By: Joe Gerrity

Signature: 

Its Authorized Officer/Member/Partner

Date: 7/9/2012

ATTEST:

By: 

Printed Name: Mary L. Meror

Title: City Clerk

Date: 7-17-12

Schedule 2
Wire Transfer Services Addendum
BIB ACCESS ONLY

If Customer has entered into the TM Service Agreement and the BIB Services Addendum, then upon execution of this Schedule 2 by Bank, Customer may access the Wire Transfer Service through the BIB Service. In the event of any inconsistency between the terms of the TM Service Agreement or the BIB Services Addendum and the terms of this Addendum, the terms of this Addendum will control with respect to the Wire Transfer Service.

Customer shall follow the Security Procedure set forth in the BIB Services Addendum when initiating Requests through the BIB Service. Customer acknowledges that the purpose of the Security Procedure is to verify that a Wire Transfer Request or Change Request is that of Customer and is not intended to detect errors in Wire Transfer Requests or Change Requests. Customer agrees that the Security Procedure is a commercially reasonable method of verifying the authenticity of Wire Transfer Requests and Change Requests in view of its requirements. Customer designates its Administrator within the BIB Services Addendum. Customer designates Accounts for Wire Transfer Service through the BIB Service and its aggregate Customer Daily Limit below. Except as otherwise expressly changed in this Schedule 2, the Security Procedure terms of the BIB Services Addendum apply to Wire Transfers initiated through the BIB Service. Administrator will designate through the BIB Service the names and titles of the authorized users (the "Authorized Users") authorized to initiate Requests on behalf of Customer. Customer hereby confirms to Bank that the Authorized Users designated by the Administrator through the BIB Service are authorized to provide Bank directions for Wire Transfers with respect to the Account from time to time. Capitalized terms used but not defined herein shall have the meanings provided in the BIB Services Addendum.

Customer may change the Administrator by entering into a new BIB Agreement with Bank. The Administrator may add or delete Accounts through the BIB Service. Any such change will take effect after Bank has received proper notice and had a reasonable opportunity to act on it. This Schedule 2 does not apply to Requests made other than through the BIB Service.

Accounts for Wire Transfer Service through BIB Service:

<u>1030030</u>	<u>1030048</u>	<u>1031384</u>	<u> </u>
Account Number	Account Number	Account Number	Account Number
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Account Number	Account Number	Account Number	Account Number
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Account Number	Account Number	Account Number	Account Number
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Account Number	Account Number	Account Number	Account Number
<u> </u>	<u> </u>	<u> </u>	<u> </u>
Account Number	Account Number	Account Number	Account Number

Aggregate Customer Daily Limit for all Accounts using BIB

\$ 1,470,000

 (initials of person signing on behalf of Customer)

**Synovus Treasury Management Services
Zero Balance Addendum**

This Treasury Management Services Zero Balance Addendum (this "Zero Balance Addendum") is an addendum to the Treasury Management Services Agreement by and between Bank and Customer (the "Service Agreement"). This Zero Balance Addendum is effective as of the date accepted by Bank and governs the Zero Balance Service (as described in this Zero Balance Addendum). Capitalized terms used but not defined herein shall have the meanings provided in the Service Agreement. In the event of any inconsistency between the terms of the Service Agreement and the terms of this Zero Balance Addendum, the terms of this Zero Balance Addendum shall control with respect to the Zero Balance Service.

- 1. The Zero Balance Service.** You may use the Zero Balance Service to control and concentrate cash among Subsidiary Accounts and in the Master Operating Account through preauthorized transfers to or from the Master Operating Account and each Subsidiary Account. The Subsidiary Accounts and the Master Operating Account are designated by Customer on Schedule 1, which is attached hereto and incorporated herein by reference. The specific Services are designated by Customer on Schedule 2, which is attached hereto and incorporated herein by reference.
- 2. Authorization.** Customer hereby appoints Bank, and Bank hereby accepts the appointment, to act as agent for Customer, subject to the terms of this Zero Balance Addendum, for the purpose of transferring funds to or from the Master Operating Account and the Subsidiary Accounts as necessary or appropriate to provide the Zero Balance Service. Such preauthorized transfers will be made after the close of business on each Business Day.
- 3. Float Deficits.** In the event float deficits (negative collected funds) are incurred in a Subsidiary Account, as a result of the transfer of ledger funds to the Master Operating Account, Customer agrees to compensate Bank by one or more of the following methods as stipulated by Bank: Bank will combine the account analysis of the Subsidiary Account with the account analysis of the Master Operating Account (group analysis) allowing average net collected funds in the Master Operating Account to compensate for float deficits (negative collected funds) in the Subsidiary Account. Bank, at its option, may require Customer to maintain at all times sufficient collected balances in the Master Operating Account to offset float deficits in the Subsidiary Account on a daily cumulative basis until settlement is made through group account analysis. Bank, at its option, may elect to analyze the Subsidiary Account on an individual level. Bank may charge Customer for float deficits (negative collected funds) in the Subsidiary Account by applying Bank's negativity rate to the monthly average negative collected balance.
- 4. Additional Indemnification.** In addition to the indemnification agreement made in the Service Agreement, Customer agrees to defend, indemnify and hold the Indemnified Parties harmless from any Indemnified Losses occurring due to the dishonor of any debit or withdrawal presented that results from any charge that we make or refuse to make under this Zero Balance Service.

Bank # 375
Customer City of Fernandina Beach
Customer TIN 596000317

5. Zero Balance Service. Customer hereby designates the following Services for the Zero Balance Service:

- ☒ **Zero Balance Concentration Service:** Customer authorizes and directs Bank to transfer all available funds on deposit in the Subsidiary Accounts to the Master Operating Account.
- ☒ **Zero Balance Disbursement Service:** Customer authorizes and directs Bank to transfer available funds from the Master Operating Account to the Subsidiary Account in an amount sufficient to pay all checks and debits presented for payment to the Subsidiary Account.

If both the Zero Balance Concentration Service and the Zero Balance Service Disbursement are selected by Customer, Customer authorizes and directs Bank to net transfers between the Master Operating Account and each Subsidiary Account so that the balance of each Subsidiary Account is zero.

6. Insufficient Funds. This Section 2 applies if and for as long as the Zero Balance Disbursement Service is made available to Customer hereunder:

- (a) Customer agrees to have on deposit in the Master Operating Account each Business Day an amount in funds immediately available for withdrawal which is equal to or greater than the sum of all debits (including all checks, items, ACH or wire transfers and withdrawals) presented to all of the Subsidiary Accounts for payment on such Business Day. Customer authorizes Bank, without notice to Customer, to charge the Master Operating Account each Business Day in the aggregate amount of all debits presented for payment against each Subsidiary Account and to credit a sufficient amount to each Subsidiary Account to pay all such debits drawn against each such Subsidiary Account on that day.
- (b) In the event that on a Business Day on which debits are presented for payment against any Subsidiary Account the Master Operating Account fails to contain sufficient cash or funds otherwise immediately available for withdrawal to pay the total dollar amount of debits drawn against all Subsidiary Account's on that date, Bank may, at its sole option and discretion, elect to do any one or more of the following:
 - (i) Pay any one or all of the debits presented for payment against any Subsidiary Account and charge the amount of any such payment to Customer's Master Operating Account subject to Bank's standard overdraft policies and charges; or
 - (ii) Dishonor any one or all of the debits presented for payment against any Subsidiary Account and return same to the presenter thereof; or
 - (iii) If Bank has extended to Customer a special line of credit pertaining to any one or all of the Subsidiary Accounts, Bank may pay any one or all of the debits presented for payment against any such Subsidiary Account's and cause the amount of any such payment to be charged to such line of credit pertaining to such Subsidiary Account, considering such amount a draw thereunder, subject to all terms and conditions thereof.
- (c) Notwithstanding anything herein or therein to the contrary, so long as this Zero Balance Addendum remains in full force and effect, Customer will not be required to maintain a positive

balance in any of its Subsidiary Accounts subject, however, to the provisions of the above paragraph and herein.

- (d) If for any period of two consecutive calendar months, overdrafts occur in the Master Operating Account pursuant to the paragraph above herein, the average daily amount of which exceeds the lesser of one thousand dollars (\$1,000.00) or five percent (5%) of the average dollar amount of the debits presented daily against all of the Subsidiary Accounts during such two month period, Bank may, so long as Bank desires, require Customer to maintain in the Master Operating Account at all times collected funds in an amount equal to the average daily amount of the overdrafts existing in the Master Operating Account during such two-month period in addition to the amount required to be maintained pursuant to subsection (a) above.

Customer may change any election made herein by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

Schedule 1
Treasury Management Services
Zero Balance Service
Master Operating Account and Subsidiary Accounts

Customer hereby designates the following Accounts for the Zero Balance Service:

<u>General Fund</u>	<u>1030030</u>	<u>063113099</u>
Master Operating Account Title	Master Operating Account Number	ABA Routing Number
<u>AP Solutions Account</u>	<u>1002612800</u>	<u>063113099</u>
Subsidiary Account Title	Subsidiary Account Number	ABA Routing Number
<u>Payroll</u>	<u>1030048</u>	<u>063113099</u>
Subsidiary Account Title	Subsidiary Account Number	ABA Routing Number
<u>Utility Billing</u>	<u>1031384</u>	<u>063113099</u>
Subsidiary Account Title	Subsidiary Account Number	ABA Routing Number
<u>FSA</u>	<u>1030444</u>	<u>063113099</u>
Subsidiary Account Title	Subsidiary Account Number	ABA Routing Number

Customer may add or delete Accounts for the Zero Balance Service by request to the Bank Representative. Such change is subject to approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

**Synovus Treasury Management Services
Positive Pay Addendum**

This Treasury Management Services Positive Pay Addendum (this "Positive Pay Addendum") is an addendum to the Treasury Management Services Agreement by and between Bank and Customer (the "Service Agreement"). This Positive Pay Addendum is effective as of the date accepted by Bank and governs the Positive Pay Service (as described in this Positive Pay Addendum). Capitalized terms used but not defined herein shall have the meanings provided in the Service Agreement. In the event of any inconsistency between the terms of the Service Agreement and the terms of this Positive Pay Addendum, the terms of this Positive Pay Addendum shall control with respect to the Positive Pay Service.

1. The Positive Pay Service. You may use the Positive Pay Service to monitor certain checks drawn on any Account designated by you on Schedule 1 provided below, as follows. Customer will electronically transmit to Bank, in a format which has previously been approved by the Bank, a file (the "Issues File") which identifies the Checks/Drafts issued by the Customer (the "Checks/Drafts") which are to be paid by the Bank upon presentment to Bank. Customer will transmit or update the Issues File of the Checks/Drafts by 10:00 AM Eastern Time each Business Day to ensure proper identification of potential fraudulent items and to limit the exception items reported and reviewed daily. The Positive Pay Service may be accessed through our Web Site operated for that purpose, as provided in this Positive Pay Addendum, the Service Agreement, and the Service Procedures.

2. Security Procedure; Client Administration.

(a) You will be required to use Credentials to obtain access to the Positive Pay Service. "Credentials" are user login credentials, which may include, without limitation, passwords, user ids, tokens or other means of authentication, or any combination of the foregoing. You authorize us to follow any instructions you or anyone else enters through the Positive Pay Service using your Credentials. Because your Credentials can be used to access money and information about your Accounts, you should treat your Credentials with the same degree of care and secrecy that you use to protect your automated teller machine card, personal identification number or other sensitive personal financial data. You agree not to give your Credentials, or make them available, to any person not authorized to access your Accounts, and you agree that we may conclusively presume that if your Credentials are used, such use is by you, including without limitation, your Administrator or another of your Authorized Representatives or Authorized Users. You also agree to be solely responsible for and to release the Bank and hold the Bank harmless from and against any liability arising from or related to, any unauthorized use of your Credentials.

(b) You hereby designate your Authorized Representative identified in the Service Agreement as your Administrator, or may identify a different person as Administrator in Schedule 2 attached hereto and made a part hereof by this reference, and agree that he or she may designate authorized users for the Positive Pay Service (each, an "Authorized User") and assign them specific functions and delegate specific permissions to them, all as provided onscreen and in any Service Procedures. This Administrator function allows you to centralize and monitor access to the Positive Pay Service. If you authorize other persons, including, without limitation, Authorized Users, to use your Credentials for any purpose or in any manner, your

authorizations shall be considered unlimited in scope, amount and manner (except to the extent limited to specific functions or permissions through the Positive Pay Service) and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified us in writing that you have revoked the authorization and changed your Credentials, and you are responsible for any transactions made by such persons or their designees until we have received your notice and had a reasonable opportunity to act upon the change of your Credentials. The Positive Pay Service permits you to audit Authorized User activity, and you agree that such audit reports are intended only as one means of monitoring such activity and that you are solely responsible for such monitoring.

- (c) You agree that use of the Credentials and the Administrator function together constitute a "commercially reasonable" Security Procedure for the verification of the authenticity of transactions initiated through the Positive Pay Service based on your transactions and use of the Positive Pay Service. There are no security procedures intended to detect erroneous transactions. You authorize us and our service provider to rely and act upon any transaction or inquiry initiated through the Positive Pay Service using your Credentials and agree to be responsible for any such transaction or inquiry that is processed in good faith.

3. **Daily Report.** Bank will transmit to Customer on each Business Day a report which identifies the Checks/Drafts presented for payment on such Business Day: (i) which were not identified on the Issues File for such day; or (ii) which were identified but contained discrepancies in information from that shown on the Issues File. The Checks described in (i) and (ii) are referred to herein collectively as the "Mismatched Checks".
4. **The Positive Pay Accounts.** Customer agrees to have sufficient collected funds on deposit with the Bank in the Accounts to permit Bank to pay presented Checks/Drafts, whether or not the Bank has notified the Customer of the presentment of the Checks/Drafts. Customer agrees and understands that the purpose of the Positive Pay Service is to facilitate Customer's reconciliation of Checks/Drafts, eliminate the traditional stop payment procedures, and increase the Customer's ability to detect fraudulent transactions.
5. **Minimum Specifications.** Except as expressly varied herein, the operating environment requirements and terms provided in the Service Agreement apply to the Positive Pay Service. The minimum specifications for the Positive Pay Service are:

Internet Explorer (versions 7.0 or higher)

3 Mbps line speed

1024 x 768 resolution

512 RAM

Schedule 1
Treasury Management Services
Positive Pay Addendum
Positive Pay Accounts

Customer hereby designates the following Accounts for the Positive Pay Service:

<u>General Fund</u>	<u>1030030</u>
Account Title	Account Number
<u>Utility Billing</u>	<u>1031384</u>
Account Title	Account Number
<u>Payroll</u>	<u>1030048</u>
Account Title	Account Number

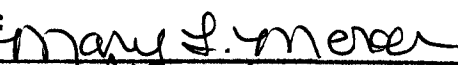
Customer may add or delete Accounts for the Positive Pay Service by the Administrator through the Web Site. Such change will take effect after Bank has received such notice and had a reasonable opportunity to act on it.

Schedule 2
Treasury Management Services
Positive Pay Addendum
Administrator

Customer hereby designates the following individual as its Administrator for the Positive Pay Service to act on behalf of Customer as its agent for purposes of the Positive Pay Services, and send notices and other communications to and receive notices and other communications from Bank regarding the Positive Pay Service, and execute new Schedules and designate Authorized Users from time to time, certifies that the signature of the Administrator set forth below is genuine, and authorizes Bank to rely on the notices, instructions, information, and other communications provided by the Administrator.

<u>Joe Gerrity</u>	<u>City Manager</u>	<u></u>
Name	Title	Signature
<u>204 Ash Street, Fernandina Beach, FL</u>	<u>904-277-7311</u>	<u></u>
Street Address	Telephone Number	Email Address

Customer may change the Administrator by request to the Bank Representative. Such change is subject to Bank approval and will take effect after Bank has received such notice and had a reasonable opportunity to act on it.

ATTEST:
By: 
Printed Name: Mary C. Merer
Title: City Clerk
Date: 7-17-12

6. **Customer Authorization.** When Bank transmits a report of Mismatched Checks to the Customer, Customer agrees that it will respond back to Bank concerning the Mismatched Checks online through the Positive Payment Service by 2:00 PM Eastern Time on the same Business Day. At that time, Customer will either confirm the validity of the Mismatched Checks, or will instruct Bank to dishonor the Mismatched Checks. If Customer does not respond to Bank's report of Mismatched Checks within the deadlines set forth, then Customer authorizes and directs the Bank to:

Customer Initial

- _____ ☐ Pay the Mismatched Checks
- _____ ☐ Return the Mismatched Checks

**Synovus Treasury Management Services
Business Internet Banking Services Addendum**

This Treasury Management Business Internet Banking Services Addendum (this "BIB Addendum") is a Service Addendum to the Treasury Management Service Agreement (the "Service Agreement") between Bank and Customer. This BIB Addendum is effective as of the date accepted by Bank. Capitalized terms used by not defined herein shall have the meanings provided in the Service Agreement. To the extent of any inconsistency between the terms of the Service Agreement and the terms of this BIB Addendum, the terms of this BIB Addendum will control with respect to the BIB Services. Please read this BIB Addendum carefully and keep a copy for your records.

1. The Business Internet Banking Service. You may use the BIB Service through our web site designated for this purpose (the "Web Site"), as follows:

- (a) To transfer funds between your designated commercial deposit, checking, money market, and savings Accounts (the "Accounts") and make payments from Accounts to designated commercial loans you have with Bank (the "Loans"), as provided in Section 3 of this Addendum.
- (b) To receive balance, activity and certain other information by electronic transmission of a visual display on selected Accounts, and loans you have with us (the "Loans"), as provided in Section 3 of this Addendum.
- (c) To access periodic account statements for Accounts (the "Account Statements") and transaction history for Accounts and Loans, as provided in Section 3 of this Addendum.
- (d) To pay bills directly from your Accounts to third parties whom you have selected in advance to receive payment through the Service in the amounts and on the days you request, as provided in Section 4 of this BIB Addendum.
- (e) To stop payment on checks drawn on your deposit Accounts, as provided in Section 5 of this Addendum.
- (f) To view images of items that have cleared your designated Accounts, as provided in Section 6 of this BIB Addendum.

Your Accounts and Loans accessible via the BIB Service are designated by you in Schedule 1 to this BIB Addendum (which is attached hereto and incorporated herein by reference). Depending upon various factors, not all of the above-listed Services may be available to you and you may not desire to use all Services that may be available to you. You understand and agree that, notwithstanding any provision of this BIB Addendum to the contrary, you are only entitled to use those of the Services enumerated above as approved by us, in our sole discretion, and that the designation of the Services available to you and your selection of certain additional Services may require a separate enrollment or other document and that separate fees shall be charged for each Service. The Bill Payment Service is subject to credit approval and separate agreement, as provided below. Subject to our approval, you may be able to access additional Treasury management services from time to time by entering into a Service Agreement and one or more Service Addenda for such purpose. Use of the BIB Service is also subject to the procedures

Bank Number 375
Customer City of Fernandina Beach
Customer TIN 596000317

provided to you online or otherwise (the "Service Procedures"), and subject to the provision of specific information required online to process the BIB Service. Any such additional Treasury management services that are accessed through the BIB Service will be considered part of the BIB Service hereunder. The terms and conditions of your respective Account agreements with us will also govern your Account relationships with us. The terms and conditions of your separate Loan agreements with us will also govern your Loan relationships with us.

2. Security Procedure; Client Administration.

- (a) **Risks to Credentials; Sole Customer Responsibility.** You will be required to use Credentials to obtain access to the BIB Service and your Account information at Bank. "Credentials" are user login credentials, which may include, without limitation, passwords, user ids, tokens or other means of authentication, or any combination of the foregoing. You authorize us to follow any instructions you or anyone else enters through the BIB Service using your Credentials. Please be advised that fraudulent appropriation and use of customer credentials and corporate identities is a growing problem, and that it is your responsibility under this Agreement to protect your Credentials from such appropriation and use. Because your Credentials can be used to access money and information about your Accounts, and given the growing risks of corporate identity theft and fraudulent transfers from your Accounts, a special degree of care and secrecy is required of you regarding your Credentials. You agree not to give your Credentials, or make them available, to any person not authorized to access your Accounts, and you agree that we may conclusively presume that if your Credentials are used, such use is by you, including without limitation, your Administrator or another of your Authorized Representatives or Authorized Users (as defined below). You agree to protect your Credentials with commercially reasonable technical, administrative, and physical safeguards. You also agree to be solely responsible for and to release the Bank and hold the Bank harmless from and against any liability arising from or related to, any unauthorized use of your Credentials.
- (b) **Third-Party Security Tools.** The Bank may provide you with free or discounted access to third-party software, tools or services that may assist you in meeting your obligation under this Agreement to protect and secure your Credentials (the "Third-Party Security Tools"). You agree that protecting your Credentials other than in the Bank's internal systems is solely your responsibility and not the responsibility of the Bank, that the Bank is under no obligation to provide you with any such Third-Party Security Tools, and that in providing or arranging for access to the Third-Party Security Tools, the Bank is not assuming any responsibility or liability whatsoever, nor is the Bank suggesting or offering or creating any security procedures. You acknowledge that your choice to accept or use or not to accept or use the Third-Party Security Tools or any alternative software, tools, services or processes does not mitigate or modify your sole responsibility under this Agreement to protect your Credentials.
- (c) **DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT ANY THIRD-PARTY SECURITY TOOLS MADE AVAILABLE TO YOU THROUGH THE BANK, AND ANY RELATED UPDATES OR UPGRADES, ARE MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE**

BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE THIRD PARTY SECURITY TOOLS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE BANK DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE THIRD-PARTY SECURITY TOOLS WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THE BANK SHALL NOT HAVE ANY LIABILITY TO YOU OF ANY KIND ARISING OUT OF YOUR SELECTION OR USE OR NON-USE OF THE THIRD PARTY SECURITY TOOLS OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, AND IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY DAMAGES AGAINST THE BANK OF ANY KIND ARISING OUT OF YOUR SELECTION OR USE OR NON-USE OF THE THIRD PARTY SECURITY TOOLS OR ANY OTHER ALTERNATIVE PRODUCTS OR SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED THE BANK OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THE FOREGOING IS INTENDED TO ALTER ANY RIGHT OR REMEDY YOU MAY BE ENTITLED TO PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN YOU AND THE APPLICABLE THIRD PARTY VENDOR OF ANY APPLICABLE THIRD-PARTY SECURITY TOOL.

- (d) **Commercially Reasonable Security Procedure.** You agree that use of the Credentials and the Administrator function together constitute a “commercially reasonable” Security Procedure for the verification of the authenticity of transactions initiated through the BIB Service based on your transactions and use of the BIB Service. There are no security procedures intended to detect erroneous transactions. You authorize us and our service provider to rely and act upon any transaction or inquiry initiated through the BIB Service using your Credentials and agree to be responsible for any such transaction or inquiry that is processed in good faith.
- (e) **Authorized Representative.** You hereby designate your Authorized Representative identified in the Services Agreement as your Administrator, and agree that he or she may designate authorized users for the BIB Service (each, an “Authorized User”) and assign them specific functions and delegate specific permissions to them, all as provided onscreen and in any Service Procedures. You may designate an Administrator for the BIB Service other than as set forth in the Service Agreement by completing Schedule 2 attached hereto and made a part hereof by this reference. You may designate an Authorized User(s) by completing Schedule 3 attached hereto and made a part hereof by this reference. This Administrator function allows you to centralize and monitor access to the BIB Service, the Accounts and the Loans. If you authorize other persons, including, without limitation, Authorized Users, to use your Credentials for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner (except to the extent limited to specific functions or permissions through the BIB Service)

and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified us in writing that you have revoked the authorization and changed your Credentials, and you are responsible for any transactions made by such persons or their designees until we have received your notice and had a reasonable opportunity to act upon the change of your Credentials. The BIB Service permits you to audit Authorized User activity, and you agree that such audit reports are intended only as one means of monitoring such activity and that you are solely responsible for such monitoring.

3. **Balance Inquiries and Reports; Transfers.** You may use the BIB Service to check the balance of your Accounts and Loans, request specified deposit Account reports, and transfer funds among your designated Accounts, including making payments to us from Accounts to Loans. Transfers may include periodic sweeps, as provided online. Transfers may not be made from Loans. In addition, your ability to make certain transfers from certain types of deposit Accounts may be limited by applicable federal law. The balance displayed by the BIB Service may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits or payments in progress, check card authorizations, outstanding checks, or other withdrawals, payments or charges. You may view your most recent Account Statement, as well as previous Account Statements available for the time period provided online. Such electronic Account Statements are copies of paper statements separately delivered to you. Customer agrees that Bank may provide electronic Account Statements in lieu of paper Account Statements upon notice to Customer. Customer agrees that such electronic Account Statements shall constitute a sufficient account statement, as provided in Uniform Commercial Code 4-406, as amended. Reports are current as of the day specified online. Funds transfers from your Accounts will be made available in accordance with Bank's policy (see Bank's Funds Availability Disclosure). If there are insufficient funds in an Account from which you are requesting a funds transfer to another of your Accounts or Loans, the transfer will not be performed. The Bank will not be liable for any damages of any nature whatsoever resulting from any transfers not performed due to insufficient funds in your Account. Except where the context requires otherwise, references in this BIB Addendum to "Account" shall also include each Loan.
4. **Bill Payment Service.** You may use the BIB Service to order single or recurring bill payments through the BIB Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf and other permissible types of payees whom you designate a "Payee", as provided onscreen. The Bill Payment Service is provided to you by a separate service provider and is governed by and subject to the Bill Payment Terms and Conditions to which you separately agree upon enrollment which are incorporated herein by reference (the "Bill Payment Terms and Conditions"). You agree to comply with the Bill Payment Terms and Conditions regarding bill payments through the BIB Service; that the service provider, and not Bank, is providing the Bill Payment Service; and that all of your rights and remedies regarding errors in connection with the Bill Payment Service or unauthorized payments shall be solely against the service provider and not against Bank. You agree that our sole responsibility in connection with the Bill Payment Service is the reasonably diligent selection of the service provider.
5. **Stop Payments.** You may use the BIB Service to stop payment on any check drawn on your Accounts. You must initiate any stop payment order so that we receive it in time to give us a reasonable opportunity to act on such order prior to our stop payment cutoff time. Our stop

payment cutoff time is one (1) hour after the opening of the next Business Day after the Business Day on which we receive the check, which is the subject of the stop payment order. Additional limitations on our obligation to stop payment are as provided by applicable law, including, without limitation, the fact that we have no obligation to stop payment on a check which we have paid in cash or which we have certified. To be effective, your stop payment order must precisely identify the number, date and amount of the check, and the payee thereof.

6. **Imaging Services.** You may access certain images made available through the BIB Imaging Service, the terms of which are governed by this Addendum. You may research, view and print images of items that have cleared your designated Accounts. The Imaging Services are provided to Customer to facilitate your own Account research capability. Customer hereby acknowledges that the Imaging Services are provided by Bank's vendor and Bank makes no representation or warranty whatsoever with respect to the Imaging Services and shall not be liable for damages of any sort with respect to the Imaging Services.
7. **Statements.** All of your payments and funds transfers made through the BIB Service will be described in your periodic Account statements. The transaction type, payee name, transaction amount, and date of each debit to your Account will be reflected for each transaction initiated through the Services in the periodic statement for the applicable Account. You agree that no other notice is required with respect to transactions made through the BIB Service.
8. **Availability of BIB Services.** Access to the BIB Service is available 24 hours a day, seven days a week, except during maintenance periods and during periods when access to the BIB Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. We will not be liable under this BIB Addendum for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the BIB Service at any time and for any reason without notice or refund of previously incurred fees. We will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may impede access to the BIB Service for a prolonged period of time.
9. **Indemnity.** In addition to the indemnification provisions of the Service Agreement you further agree to indemnify, defend, hold harmless and release us and the other Indemnified Parties from and against any and all liability, and agree not to make any claim against us or any of the other Indemnified Parties or bring any action against any of them, relating to its honoring or allowing any actions or transactions that were conducted by the Administrator or us in our performance of any function of the Administrator or acting upon messages or authorizations provided using your Credentials.

Schedule 1
Treasury Management Services
BIB Services Agreement
BIB Accounts and Loans

Customer hereby designates the following Accounts for access through the BIB Service:

General Fund	1030030	063113099
Account Title	Account Number	ABA Routing Number
Payroll	1030048	063113099
Account Title	Account Number	ABA Routing Number
General Obligation Bond	1030055	063113099
Account Title	Account Number	ABA Routing Number
Cemetery Perpetual Care Fund	1030071	063113099
Account Title	Account Number	ABA Routing Number
FSA	1030444	063113099
Account Title	Account Number	ABA Routing Number

Customer hereby designates the following Loans for access through the BIB Service:

Loan Title	Loan Number
Loan Title	Loan Number
Loan Title	Loan Number

Customer may add or delete Accounts or Loans for the BIB Service by request to the Bank Representative. Such change is subject to Bank approval and will take effect after Bank has received such notice and had a reasonable opportunity to act on it.

Schedule 1
Treasury Management Services
BIB Services Agreement
BIB Accounts and Loans

Customer hereby designates the following Accounts for access through the BIB Service:

Utility Billing	1031384	063113099
Account Title	Account Number	ABA Routing Number
AP Solutions Account	1002612800	063113099
Account Title	Account Number	ABA Routing Number
Account Title	Account Number	ABA Routing Number
Account Title	Account Number	ABA Routing Number
Account Title	Account Number	ABA Routing Number

Customer hereby designates the following Loans for access through the BIB Service:

Loan Title	Loan Number
Loan Title	Loan Number
Loan Title	Loan Number

Customer may add or delete Accounts or Loans for the BIB Service by request to the Bank Representative. Such change is subject to Bank approval and will take effect after Bank has received such notice and had a reasonable opportunity to act on it.

Schedule 2
Treasury Management Services
BIB Services Addendum
BIB Administrator

Customer hereby designates the following individual as its Administrator for the BIB Service to act on behalf of Customer as its agent for purposes of this BIB Addendum, including, without limitation, to enter into one or more amendments to this BIB Addendum, and send notices and other communications to and receive notices and other communications from Bank regarding the BIB Service, and designate Authorized Users from time to time, certifies that the signature of the Administrator set forth below is genuine, and authorizes Bank to rely on the notices, instructions, information, and other communications provided by the Administrator.

Joe Gerrity
Name

City Manager
Title

Joe Gerrity
Signature

204 Ash St, Fernandina Beach, FL
Street Address

904-277-7311
Telephone Number

Email Address

You may change your Administrator by entering into a new Schedule 2 with Bank.

(Customer's Initials)

ATTEST:
By: Mary S. Mercer
Printed Name: Mary L. Mercer
Title: City Clerk
Date: 7-17-12

**Synovus Treasury Management Services
CD-ROM Image Delivery Addendum**

This Treasury Management Services CD-ROM Image Delivery Addendum (this "Imaging Addendum") is made by and between Bank Customer as of the date accepted by Bank, and governs the Imaging Service (as described in this Imaging Addendum) provided by Bank to Customer. This Imaging Addendum is an addendum to and supplements the Treasury Management Services Agreement by and between Bank and Customer (the "Service Agreement"). Capitalized terms used but not defined herein shall have the meanings provided in the Service Agreement. In the event of any inconsistency between the terms of the Service Agreement and the terms of this Imaging Addendum, the terms of this Imaging Addendum shall control with respect to the Imaging Service.

1. **The Imaging Service.** You may use the Imaging Service to view account statements, checks and upon request, deposits and items deposited on each of your Accounts for the Imaging Service as designated Schedule 1 to this Imaging Addendum, which is attached hereto and incorporated herein. Such images will be provided to you on CD-ROM. Delivery of the CD-ROM will be via regular United States mail, unless another method of delivery is agreed upon by Bank and Customer. Bank will use commercially reasonable efforts to place the CD-ROM in the mail no later than the fifth Business Day following the last Business Day of the period (week or month) for which the CD-ROM is generated. Unless otherwise expressly agreed by Bank, Customer understands and agrees that paper statements and checks will no longer be sent by Bank for such Accounts. Minimum specifications are set forth in Schedule 2, which is attached hereto and incorporated herein by reference.
2. **Backup; Original Checks.** Bank shall retain a backup copy of each CD-ROM sent to Customer for a period of 6 months. During this 6 month period, Bank can replace any damaged or lost CD-ROM at the rate provided in the Fee Schedule. Check images are archived by the Bank for a period of seven years. Bank shall retain original checks for a period (currently thirty days) following generation of a CD-ROM, then Bank will destroy the original checks. During this retention period, Customer can request original checks, subject to Bank's associated fees. If Customer requires Bank retention of checks longer than the retention period, or if Customer requires return of original checks with CD-ROM, additional charges will be incurred. Bank reserves the right to change retention schedules at any time without notice to Customer.
3. **Sufficiency of Statement.** Customer acknowledges that the Account information provided it pursuant to this Imaging Addendum shall constitute a sufficient Account statement, as provided in Uniform Commercial Code 4-406, as amended, as well as for purposes of any similar statute, rule, regulation or ordinance of the United States or any State, County, or Municipality. Customer further waives and releases any claim that such Account information does not constitute an adequate Account statement or comply with applicable notice requirements.
4. **Minimum Specifications.** Except as expressly varied herein, the operating environment requirements and terms provided in the Service Agreement apply to the Imaging Service. In addition to the requirements provided in the Service Agreement, the Imaging Service requires Windows 98 or higher (not compatible with MAC) and a CD-ROM. Minimum specifications may be changed by notice to the customer.

Bank # 375
Customer City of Fernandina Beach
Customer TIN 596000317

Schedule 1
Treasury Management Services
CD-ROM Addendum
Accounts

Customer hereby designates the following Accounts for the Imaging Service:

1030030	General Fund
Account Number	Account Title
1002612800	AP Solutions Account
Account Number	Account Title
1031384	Utility Billing
Account Number	Account Title
1030444	FSA
Account Number	Account Title
1030071	Cemetery Perpetual Care
Account Number	Account Title
1030055	General Obligation Bond
Account Number	Account Title

Delivery address

204 Ash Street

Fernandina Beach, FL 32034

Customer may add or delete Accounts for the Imaging Service by request to the Bank Representative. Such change is subject to Bank approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

**Schedule 1
Treasury Management Services
CD-ROM Addendum
Accounts**

Customer hereby designates the following Accounts for the Imaging Service:

<u>1030048</u>	<u>Payroll</u>
Account Number	Account Title
<u> </u>	<u> </u>
Account Number	Account Title
<u> </u>	<u> </u>
Account Number	Account Title
<u> </u>	<u> </u>
Account Number	Account Title
<u> </u>	<u> </u>
Account Number	Account Title
<u> </u>	<u> </u>

Delivery address:

204 Ash Street

Fernandina Beach, FL 32034

Customer may add or delete Accounts for the Imaging Service by request to the Bank Representative. Such change is subject to Bank approval and will take effect after Bank has received such notice and had a reasonable opportunity to act.

Remote Express Deposit Agreement

This Remote Express Deposit Agreement (this "Agreement") is entered into by and between First Coast Community Bank (the "Bank", "us" or "we") and City of Fernandina Beach ("Customer" or "you"). This Agreement is effective as of the date executed by Bank and governs the Remote Express Deposit Service (as described in this Agreement, also referred to as the "Service"). If Customer and Bank have also entered into a Treasury Management Services Agreement (the "Service Agreement") that agreement shall also apply to the Remote Express Deposit Service, although this Agreement shall control with respect to the Remote Express Deposit Service in the event of any inconsistencies between this Agreement and any other agreements.

1. **The Remote Express Deposit Service.** You may access the Remote Express Deposit Service to make images of checks, cashier's checks, money orders and bank drafts (official checks) payable to Customer (the "Checks") and digitally transmit such images to Bank for deposit to an Account of Customer with Bank, and to image loan payment coupons and digitally transmit such images to Bank with one or more checks to apply towards the payment of Customer's Loan or Loans with Bank. The Accounts to which deposits may be made are designated on Schedule 1 and the Loans to which payments may be made are designated on Schedule 1 to this Remote Express Deposit Agreement, each which is attached hereto and incorporated herein by reference. The remote deposit locations from which deposits may be made are designated on Schedule 1, which is attached hereto and incorporated herein by reference.
2. **Security Procedure; Client Administration.**
 - (a) You will be required to use Credentials to obtain access to the Service through our web site operated for this purpose (the "Web Site"). "Credentials" are user login credentials, which may include, without limitation, passwords, user ids, tokens or other means of authentication, or any combination of the foregoing. You authorize us to follow any instructions you or anyone else enters through the Service using your Credentials. You should treat your Credentials with the same degree of care and secrecy that you use to protect your automated teller machine card, personal identification number or other sensitive personal financial data. You agree not to give your Credentials, or make them available, to any person not authorized to use the Service, and you agree that we may conclusively presume that if your Credentials are used, such use is by you, including, without limitation, any of your Authorized Representatives or Authorized Users. You also agree to be solely responsible for and to release the Bank and hold the Bank harmless from and against any liability arising from or related to any unauthorized use of your Credentials. Your Authorized Representatives for the Service are designated on Schedule 2, which is attached hereto and incorporated herein by reference.
 - (b) You agree that any one of the Authorized Representatives may designate Authorized Users for this Service, all as provided onscreen and in any Service Procedures (hereinafter defined). This function allows you to centralize and monitor access to the Service and Accounts. If you authorize other persons, including, without limitation, Authorized Users, to use your Credentials for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner (except to the extent limited to specific functions or permissions through the Service) and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified us in writing that you have revoked the authorization and changed your Credentials, and you are responsible for any transactions made by such persons or their designees until we have received your notice and had a reasonable opportunity to act upon the change of your Credentials.

- (c) You agree that use of the Credentials constitutes a "commercially reasonable" Security Procedure for the verification of the authenticity of deposits made through the Service based on your business use of the Service, including, without limitation, the type, value and frequency of the deposits. There are no security procedures intended to detect erroneous transactions. You agree that any instructions made using your Credentials will be conclusively deemed authentic and authorize us and our service provider to rely and act upon any transaction or inquiry initiated through the Service using your Credentials and agree to be responsible for any such transaction or inquiry that is processed in good faith.

3. **Operating Environment.**

- (a) In order to use the Remote Express Deposit Service, you must have the following: (i) a personal computer; (ii) the operating systems in the versions listed on the Web Site or in the Service Agreement or Service Procedures; (iii) a secure (encrypted) web browser (in the versions listed on the Web Site or in the Service Agreement or Service Procedures); and (iv) Internet access through an Internet Service Provider (ISP). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, service-packs and hot fixes). Bank may change these requirements from time to time by posting any change on the Web Site or other notice to you.
- (b) Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:
 - (i) An interruption in your electrical power or telephone or Internet service;
 - (ii) The disconnecting of your telephone line by your local telephone company or deficiencies in line quality;
 - (iii) The disconnecting of your electrical service by the provider of electrical power to you;
 - (iv) Any defect or malfunction of your computer, modem, or system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access; or
 - (v) Any malicious software or code, computer virus or worm or other disabling procedure, whether present on your computer, network, system or equipment, or on ours.

We are not responsible for any services relating to your computer other than those, if any, specified in this Agreement.

- 4. **Statements.** All of your deposits made through the Remote Express Deposit Services will be described in your periodic Account statements. You agree that no other notice is required with respect to deposits made through the Remote Express Deposit Service.
- 5. **Account Reconciliation.** You must examine the periodic statement for each Account with "reasonable promptness." You agree that the time to examine the statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of fifteen (15) days from the date that the statement is first made available to you.

6. **Payment for Service.**

- (a) In accordance with the Schedule of Fees and Charges that is applicable to this Agreement (the "Fee Schedule"), we will charge fees for the Remote Express Deposit Services and any other fees related thereto to your Payment Account (herein so called and designated in Schedule 1, which is attached hereto and incorporated herein by reference) each month. You authorize us to charge your Payment Account in order to obtain payment for the Remote Express Deposit Service through account analysis, compensating balances, or by direct debit of the Payment Account, or by a combination of the preceding, but debiting the Payment Account is not our exclusive remedy. Not in limitation of the foregoing, you authorize us to debit any other Account or account or to set off against any amounts we may owe you to obtain payment if there are not sufficient funds in the Payment Account. We will notify you of any debit made under this paragraph either by separate written notice or as part of our statement of the account for the period in which the payment amount was debited.
- (b) Bank's failure to assess any charges or to assess charges in any specific amount does not waive Bank's right to increase or decrease the amount of charges later. Fees are reviewed periodically and are subject to change. We will notify you of any fee changes, as provided in this Agreement.

7. **Business Days.** Our Business Days are Monday through Friday, excluding Federal Reserve and applicable state banking holidays.

8. **Availability of Service.** Access to the Remote Express Deposit Service is available 24 hours a day, seven days a week, except during maintenance periods and during periods when access to the Remote Express Deposit Service is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. We will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the Service at any time and for any reason without notice or refund of previously incurred fees. We will attempt to notify you in the event of any technical difficulties or other occurrence that may impede access to the Remote Express Deposit Service for a prolonged period of time.

9. **Required Equipment and Software.** In order to use the Remote Express Deposit Service, you must scan the front and back of each Check using a scanner approved by us (the "Approved Scanner"). The Approved Scanner shall endorse each Check for deposit only to your Account prior to making the image of the Check. The Approved Scanner shall fully capture the image of each of the Checks to be deposited or Loan payments to be made; such images are then transmitted to us at our Web Site designated by us for this purpose using software approved and provided by us (the "Approved Software") which you have installed or have had installed on your personal computer ("your PC") or by access to the Remote Express Service through the Synovus Business Banking Center. Hardware and software requirements to use the Remote Express Deposit Service (in addition to the Approved Scanner and the Approved Software) are set forth on Schedule 3, which is attached hereto and incorporated herein. We may modify minimum hardware and software requirements for using the Remote Express Deposit Service upon notice to you and you agree to comply with the minimum hardware and software requirements as specified by us from time to time. In the event the Approved Scanner used by you is provided by us for your use and is not purchased by you (and we shall have no obligation to provide an Approved Scanner to you on that basis), you agree that such Approved Scanner will be returned to us at your expense in the event you cease being a customer of ours or in the event you discontinue use of the Remote Express Deposit Service. In addition, in either of such events, you shall return to us at your expense any software which we may have provided to you in connection with your use of the Remote Express Deposit Service. You agree not to use the Approved Scanner or the Approved Software for any other purpose other than those set forth herein.

10. **Transmission of Images.** Customer will visually examine the images and re-scan images which are totally or partially unreadable, verify and validate the total of the deposit, as reflected by the software application, and transmit the images and totals for each deposit to us via high speed Internet using a secure web browser. You acknowledge and agree that in no event shall any deposit being made hereunder be deemed received until such time as you receive a confirmation of the deposit via email from us. Email confirmation shall be provided to the Administrator.
11. **Your Representations and Warranties.** As of each date that a Check is scanned, you represent and warrant to us that: (a) each Check is an "item" (as defined in Article 4 of the UCC) and is acceptable for deposit under the Account Agreement; (b) the Check contains a pre-printed serial number; (c) the Check is accurate, complete, and authentic; (d) the Check was completed and duly signed by the drawer, who is the drawer named on the Check and is not your owner, principal, employee or affiliate; (e) the Check is drawn on a bank or financial institution located in the United States and the drawer is a United States resident; (f) the Check amount is in the exact amount of the goods or services purchased; (g) the goods or services have been delivered to the drawer and have not been returned or disputed; (h) the Check has not been previously scanned or otherwise submitted for deposit; (i) the Check does not contain computer viruses or other harmful, intrusive, or invasive codes; and (j) the Check has been duly endorsed by you. In addition, you make the same representations and warranties to us with regard to each Check transmitted by you through the Remote Express Deposit Service pursuant to this Remote Express Deposit Agreement as you would make under the UCC if you presented the original check or other item to us, rather than the Checks.
12. **Deposit Services.** If after examination of the Check, we determine that you have processed and transmitted the Check in accordance with the Service Procedures and the Check meets the requirements of this Remote Express Deposit Agreement, we will then process the Check for deposit to the designated Account. We will send confirmation messages to you of deposits received. If you do not receive our notice of receipt within one hour of transmission, you agree to contact your Bank Representative immediately. You agree to retain the originals of all imaged Checks for forty-five (45) days after the date of validation thereof by us and at the end of said 45 day period; you will shred the originals of all such imaged Checks. You agree to safeguard the originals of such imaged Checks until such time as they have been shredded. You agree that we will have no liability or responsibility for any failure to detect duplicate Checks, fraudulent Checks or any errors in Checks or for verifying any dates or data, and that we shall disregard any restrictive notation of any kind.
13. **Location and Time of Deposit; Cut-Off Time and Deposit Limit.** Checks shall be deemed received by us for deposit or payments made for Loans when actually received at our location designated for that purpose, subject to the next two sentences. Checks must be received by us no later than the cut-off time specified in the Service Procedures (the "Cut-Off Time"). Checks which are received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Checks are actually received by us. We may, at our option, set a daily dollar amount threshold ("Deposit Limit"), and may refuse to accept Checks that exceed the Deposit Limit, or we may accept and process the Checks, in our sole discretion. If we establish a Deposit Limit, you agree not to exceed the Deposit Limit. We reserve the right to change the Deposit Limit and Cut-Off Time, in our sole discretion. Such modifications will be effective immediately and may be implemented prior to your receipt of the newly established Deposit Limit or Cut-Off Time.
14. **Provisional Credit for Deposits.** Upon acceptance of the Checks, the designated Account will be granted provisional credit for the total amount of the processed Checks on the next Business Day. The provisional credit means that the credit is made to the designated Account subject to final payment of the Checks and will be made available as defined under the terms and conditions of our Funds Availability Policy, the Account Agreement, and applicable law. The determination as to whether Checks you deposit using the Remote Express Deposit Service will

be considered to be local or non-local checks shall be based upon our Funds Availability Policy applicable to your Account.

15. **Processing of Loan Payments.** If you use the Remote Express Deposit Service for processing loan payments, you agree to scan your check for the loan payment in the same manner as is required for each Check and to enter the Loan information required by the Remote Express Deposit Service. Upon receipt by us of your loan payment check, your Account will be debited in the amount reflected on the loan payment check and applied toward the payment of your Loan. Loan payments are credited to the Loan the Business Day after the day we receive your payment. Unless the context requires otherwise, references herein to "Checks" shall also include such loan payment coupons and the checks for payment scanned with such coupons.
16. **Responsibility for Multiple Deposits of the Same Check.** You acknowledge and agree that you will bear sole responsibility and liability in the event of multiple deposits of the same Checks or Loan payments using the Remote Express Deposit Service, whether such multiple deposits or payments are intentional or unintentional and whether resulting from fraud or for any other reason whatsoever, and whether such multiple deposits are made electronically or as paper checks with us or any other financial institution, and you shall take all necessary steps to avoid multiple deposits of the same Check or Loan payments. You agree that the aggregate amount of all such Checks which are deposited more than once shall be debited against your Account, and to the extent funds in your Account are insufficient to cover such amount, then any balance shall be debited by us against any of your other Account or Accounts as determined by us, in our sole discretion. You further acknowledge that you are fully responsible for the original Checks which are imaged and deposited using the Remote Express Deposit Service and that the liability to the maker of any Check so imaged which may result from your use of the Remote Express Deposit Service or from the necessity of our printing substitute checks from the images thereof transmitted by you to us shall be solely your liability and that we shall have no liability whatsoever therefore. You agree that we have no liability or responsibility for any failure to detect a duplicate Check or Loan payment.
17. **Image Quality.** You acknowledge that you are solely responsible for the quality of the image of each Check scanned by you for deposit to your Account. If we determine, in our sole discretion, that the image quality of any Check electronically transmitted by you to us to be deposited to your Account is such that any such Check cannot be processed ("Rejected Check"), then you may either re-image the check and resubmit same for deposit to your Account or you may deposit the original of any such Rejected Check. In no event shall we be obligated to process any imaged Check for deposit to your Account unless the image quality thereof is acceptable to us, in our sole discretion, regardless of the number of times you may re-image and resubmit such re-imaged Check for deposit. You acknowledge and agree that we operate under the policy that the legal amount recognition ("LAR"), meaning the amount of the check written in words, shall prevail over the character amount recognition ("CAR"), meaning the amount written in numbers, in determining the correct amount of any Check scanned and submitted electronically by you for deposit in your Account, and you agree to be bound by the amount as so determined.
18. **Presentment of Checks.** Unless otherwise agreed to in writing by us, we will, in our sole discretion, determine the manner in which Checks shall be presented for payment to the drawee bank. Likewise, we will, in our sole discretion, select the clearing agents used to collect and present the Checks and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents and you agree to be bound by all clearinghouse Rules and Regulations, including, without limitation, Regulations of the Board of Governors of the Federal Reserve, Federal Reserve Customer Operating Circulars, and Rules of the National Item Exchange, Small Value Payments Company, Viewpointe and Endpoint Exchange or other clearinghouse association of which we may be a member or to which Rules we have agreed to be bound.

19. **Physical Delivery.** You agree that in the event that you are not able to capture, balance, process, or otherwise transmit Checks to us for any reason, including, without limitation, communications, equipment or software outages, interruptions or failures, you will transport the physical checks and deposits to our branch office and deposit the original checks in person until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at our office shall be governed by the terms and conditions contained in the Account Agreement and not by the terms of this Remote Express Deposit Agreement.
20. **Returned Checks.** We will process and return unpaid Checks in accordance with applicable laws and regulations. If Checks previously deposited are dishonored and returned unpaid by the drawee bank, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this Remote Express Deposit Agreement, the original Check will not be returned and we may charge back an image of the Check to the designated Account to which the Check was deposited. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check.
21. **Your Additional Obligations.** You agree to participate in training for the Service, training your staff for the Service and performing or observing the following obligations with respect to the Remote Express Deposit Service:
- (a) You agree to maintain policies, procedures and audit practices sufficient to ensure that the Checks captured and transmitted through the Remote Express Deposit Service meet all of the requirements for legal equivalence under Section 4(b) of the Federal Check Clearing for the 21st Century Act ("Check 21 Act") and will maintain operating procedures to ensure that the original checks and substitute checks are stored and destroyed in a timely manner and as otherwise required by this Remote Express Deposit Agreement, subject to the record retention requirements of this Remote Express Deposit Agreement, so as to prevent the representment of a check that a bank, drawer, drawer or endorser has paid. Without limiting the generality of the foregoing, with regard to each image of each Check through the Remote Express Deposit Service, you make the same warranties to us that a bank that transfers, presents or returns a substitute check and receives consideration for the check makes to the transferee, any subsequent collecting or returning bank, the depository bank, the drawee, the drawer, the payee, the depositor, or any endorser under Section 5 of the Check 21 Act.
 - (b) You shall retain the Check for a minimum of forty-five (45) days from the date that you receive confirmation of receipt by us, use commercially reasonable security methods to securely store the Checks and all banking information related thereto, and limit access thereto to authorized personnel. Not in limitation of the foregoing, you shall consider whether the following security measures are appropriate and, if so, adopt those appropriate measures:
 - (c) Access controls on customer information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing customer information to unauthorized individuals who may seek to obtain this information through fraudulent means;
 - (d) Access restrictions at physical locations containing customer information, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals;
 - (e) Encryption of electronic customer information, including while in transit or in storage on networks or systems to which unauthorized individuals may have access;

- (f) Procedures designed to ensure that customer information system modifications are consistent with your security program;
- (g) Dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to customer information;
- (h) Monitoring systems and procedures to detect actual and attempted attacks on or intrusions into customer information systems;
- (i) Response programs that specify actions to be taken when you suspect or detect that unauthorized individuals have gained access to customer information systems, including appropriate reports to regulatory and law enforcement agencies; and
- (j) Measures to protect against destruction, loss, or damage of customer information due to potential environmental hazards, such as fire and water damage or technological failures.
- (k) Use of the Service is also subject to the procedures provided to you online or otherwise (the "Service Procedures"), and subject to the provision of specific information required by Bank from time to time to process the Service. You agree that Remote Express Deposit Service will be used only for valid commercial purposes in the ordinary course of your business and not for personal, family or household purposes or for any person or entity other than Customer. The terms and conditions of your respective Account agreements with us will also govern your Account relationships with us and, except as expressly varied in connection with the Service, your deposits to your Accounts.

In addition, you agree to train staff to implement these measures and regularly test the key controls, systems and procedures, as determined by your risk assessment. Tests should be conducted or reviewed by independent third parties or staff independent of those that develop or maintain the security measures.

- (a) On request, you agree to provide us or our authorized representative with access to data in storage that exhibits evidence of a programming error. You further agree to provide sufficient access to your computers and sufficient computer time during mutually convenient times to enable us or our authorized representative to duplicate the problem, determine whether it results from the Approved Software, and after corrective action or replacement has taken place, determine that the problem has been corrected.
 - (b) You shall promptly notify us in the event of an actual or suspected security breach or misuse of the Remote Express Deposit Service, the Approved Software or the Approved Scanner or of any breach of your confidentiality obligations hereunder and shall cooperate with us to minimize the effect of such event.
 - (c) You acknowledge that Federal Reserve Regulation CC applies to the Remote Express Deposit Service.
22. **Approved Software.** The software specified on Schedule 3 hereto shall be purchased or leased by you at your sole expense. You also agree to maintain the Approved Software and to acquire all upgrades or replacement versions thereof at your sole expense. We retain the right to specify different software for use by you in connection with the Service, and you agree to acquire and substitute such new or upgraded software not later than the installation date specified by us after which date we will no longer support any prior version of such software.
23. **Approved Scanner.** The Approved Scanners listed on Schedule 3 are available from various scanner manufacturers. You agree to purchase or lease an Approved Scanner and maintain same at your sole cost and expense. We retain the right to specify different hardware for use by

you in connection with the Service, and you agree to acquire and substitute such new or upgraded Approved Scanner not later than the installation date specified by us after which date we will no longer support any prior version of the Approved Scanner.

24. **Internet Security.** You agree to employ a commercially reasonable security technology for transmitting the check images and deposit and loan data to us. In the event of a change in the commercially reasonable standard as a result of technological advancements, you agree to use such security technology as appropriate to satisfy the more current commercially reasonable standard. You agree to audit your security practices and otherwise comply with our rules pertaining to Internet security as set forth in Schedule 3 or in the Service Procedures. You acknowledge and agree that such rules may be modified by us, at any time upon notice to you. You agree that if your email system blocks email which is blacklisted by your firewall or any other software, you will assure that our domain is not on any such blacklist and that emails originated from our domain are accepted by your email system.
25. **Foreign Checks.** Under no circumstances may any foreign checks (meaning a check drawn on or issued by a bank or other financial institution which is not domiciled within the United States or a territory or possession of the United States which clears through the Federal Reserve System) be transmitted through the Remote Express Deposit Service.
26. **Third Party Checks.** Under no circumstances may any checks made payable to any individual, entity, or party other than Customer (i.e. a third party) be transmitted through the Remote Express Deposit Service.
27. **Remote Access.** For the purposes of correcting and resolving problems and errors and providing support services for the Remote Express Deposit Service hereunder, you agree to permit us to remotely access your PC, the Approved Scanner, Approved Software, and any other hardware and software required by us from time to time. You agree to comply with all Service Procedures, including, without limitation, any systems security procedures and policies required by us.
28. **Audits/Monitoring.** Upon 48 hours notice from Bank, you agree to make your books, records and operations related to handling, storing and/or disposing of Checks available for audit or inspection by Bank, Bank's independent auditors and/or any regulatory authorities having supervisory and/or regulatory authority over Bank.
29. **Financial, Account, and Other Information; Consent to Disclosure.**
 - (a) Upon our request from time to time, you agree to promptly furnish all financial and other information to us as we deem necessary or appropriate, in our sole discretion, for the provision of the Remote Express Deposit Service, review of the Accounts, or the performance of our responsibilities or the exercise of our rights under this Agreement. Not in limitation of the foregoing, Customer agrees to furnish Bank with financial statements that at all times reflect Customer's three most recent fiscal years. Unless waived by Bank or heretofore furnished by Customer, such statements for the three fiscal years ending next prior to the date hereof shall be furnished for Bank's consideration before any transfer is initiated by Customer. Statements for each subsequent fiscal year ending after the date hereof shall be furnished to Bank within 90 days after the close of such fiscal year. Statements for each fiscal year shall fairly present in all material respects the financial condition of Customer at the close of such fiscal year in conformity with generally accepted accounting principles, and, if required by Bank, shall be prepared by independent certified public accountants acceptable to Bank.
 - (b) We will take reasonable precautions to maintain the confidentiality and security of your private Account information; provided, however, that *you specifically consent to the disclosure of such information or any other information about you in connection with the*

performance of the Remote Express Deposit Service, the enforcement of any of our rights or exercise of any of our remedies hereunder, in compliance with our security programs, or as otherwise permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which we may be subject. You acknowledge that if any third party performs any part of or provides access to the Service or the Web Site, we will not be liable for any disclosure by any such third party servicer, agent, independent contractor or other entities.

30. **Our Intellectual Property; Confidential Information.**

- (a) You acknowledge that the Security Procedures and all of our computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trademarks, tradenames, service marks, logos and intellectual property relating to the Remote Express Deposit Service, our business operations, or our former, current or prospective customers, are and will continue to be our sole and exclusive property or the property of our servicers, agents or independent contractors, and you do not and will not claim any interest in them, or act in any way inconsistent with our rights in them and will return them to us promptly upon termination of this Agreement, the applicable Service, or earlier, upon our request.
 - (b) "Confidential Information" means trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information in various forms, including, without limitation, software, customer and/or membership lists, forms, procedures, manuals and other documents and records, which information is used or useful in the conduct of each Bank's business. Customer acknowledges that, as a result of its use of the Remote Express Deposit Service, it will learn or will have access to Confidential Information of Bank and further acknowledges that: (i) although all or any part of such Confidential Information may be obtainable from other sources, it could only be obtained or developed at great expense over a long period of time and all such Confidential Information is therefore an extremely valuable and important business asset in Bank's business; and (ii) the Confidential Information is the exclusive property of Bank. Except as otherwise expressly contemplated by this Agreement, Customer shall not, at any time either during or after the term of this Agreement, regardless of how this Agreement is terminated, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available, the Confidential Information which Customer learns, or to which it has had access or which has been revealed to it during the term of this Agreement. The parties agree that the restrictive covenants contained in this Section are reasonable and necessary to protect Bank's legitimate interests and that any losses arising from a party's breach thereof cannot reasonably and adequately be compensated by monetary damages and will cause Bank to suffer irreparable harm. Accordingly, upon the failure of Customer to comply with the restrictive covenants contained in this Section, the Bank will be entitled to seek injunctive or other extraordinary relief. Upon the termination of this Agreement, or upon written demand, whichever shall first occur, Customer shall promptly return to the Bank all Confidential Information in such Customer's possession or control.
31. **Authorization to Obtain Information.** You agree that we may obtain and review your credit report from an authorized credit bureau and that we may obtain information from your payees regarding your payments and the payee accounts to be credited in order to facilitate proper handling and crediting of your payments.
32. **Termination.** You may terminate your use of Remote Express Deposit Service at any time by calling your Bank Representative. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Remote Express Deposit Service terminated. We may require that you confirm your request in writing. We will charge you fees for the month in which your termination is effective in accordance with this Agreement unless (a) you terminate the Remote Express Deposit Service between the first and the fourteenth day of the month, and (b) during such time, no transactions involving any of the Accounts have occurred. We may suspend

or terminate your use of all or any of the Services, at any time without prior notice. Your access to all or any of the Remote Express Deposit Service will be terminated automatically if your Payment Account or other Account designated by you for use in connection with any of the Services is closed, access to any said Account is restricted for any reason, or if you violate any law, rule, or regulation regarding use of the Remote Express Deposit Service. Termination will terminate only your access to the Remote Express Deposit Service and will not affect your liability or obligations under this Agreement for transactions we have processed or that are in process on your behalf prior to such termination or any other obligations, which, by their nature, survive termination.

33. **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND WE HEREBY DISCLAIM ALL SUCH WARRANTIES.** *Not in limitation of the foregoing, we do not warrant that the Remote Express Deposit Service or our Web Site will operate without errors, or that any or all of the Remote Express Deposit Service or our Web Site will be available and operational at all times.*
34. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF OR DELAY OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RDFI (INCLUDING, WITHOUT LIMITATION, THE RETURN OF AN ENTRY BY SUCH RECEIVER OR RDFI), ANY PARTICIPATING DFI, ANY BENEFICIARY OR BENEFICIARY'S BANK, ANY INTERMEDIARY BANK, INTERNET ACCESS SERVICE PROVIDER, OR ANY SERVICE PROVIDER (THE "THIRD PARTIES") TO PERFORM OR TO PROVIDE ANY SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER THE LESSER OF: YOUR ACTUAL DAMAGES; OR THE TOTAL AMOUNT OF ALL SERVICE FEES ACTUALLY PAID BY CUSTOMER TO BANK IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH BANK'S LIABILITY IS FINALLY DETERMINED. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.** *Not in limitation of any limitation of liability or disclaimer in this Remote Express Deposit Agreement you further agree that you shall remain liable for and that we shall not be accountable to you for any Check that is not received by us or is intercepted or altered by an unauthorized third party. You agree that we shall have no obligation to accept a Check and therefore may reject any Check you submit. We have no obligation to notify you of the rejection of any Check but will make reasonable efforts to do so. We shall have no liability to you for rejection of any Check or for failure to notify you of a rejection. We are not responsible for detecting any errors contained in any Checks created by you and transmitted to us. We are not responsible for examining the Checks to verify any data or dates and will disregard any restrictive notation of any kind. Upon receipt of the Checks, we may examine the Checks to ensure that you have followed the Service Procedures. If you have not followed the Service Procedures or if*

errors exist in the Check or data contained in the Check, we may, in our sole discretion, reject and not accept the Check or elect to accept and process the Check. We may, at our option and solely for our benefit, also perform a risk management analysis of Checks to detect potentially fraudulent checks and/or check for viruses and malware, and, in our sole discretion, reject any Check or file.

35. **Indemnity.** Except as may be directly attributable to our lack of good faith or failure to exercise ordinary care and as limited by UCC Section 4-103 as in effect, you agree to defend, indemnify, and hold us and our affiliates, directors, officers, employees, agents, servicers, and independent contractors (as applicable) (the "Indemnified Parties") harmless from and against any and all losses, liabilities, costs, damages (including punitive damages), expenses (including attorneys' fees), claims (whether or not formally asserted), or demands (the "Indemnified Losses") to which any of the Indemnified Parties may be subject or may incur arising out of or in connection with its or their performance of this Agreement or the Remote Express Deposit Service, or any of your obligations, responsibilities, warranties or representations relating to the Remote Express Deposit Service, or your breach of any term of this Agreement, regardless of the nature of any loss. You agree to indemnify the Indemnified Parties against any of the Indemnified Losses or expenses resulting from or arising out of any claim of any person that we are responsible for the act or omission of you or any of the Third Parties (as defined in the Limitation of Liability section). You agree that we and the other Indemnified Parties shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to any of the Remote Express Deposit Service, whether caused by the equipment, software, us, Internet service providers, Internet browsers, or parties providing communication services to or from you. You agree to indemnify the Indemnified Parties and hold the Indemnified Parties harmless from and against any loss, liability, or expense (including attorney's fees and expenses) imposed, won, threatened or suffered by any of the Indemnified Parties which arise from, result from or in any way relate to any of the following: your use of the Remote Express Deposit Service, negligence or willful misconduct; your breach or violation of any term, provision or representation contained herein; the multiple submission for deposit of imaged Checks using the Remote Express Deposit Service; the submission of fraudulent items using the Remote Express Deposit Service; any equipment or software failure or any disruption in the transmitting of any images or data by you to us; failure to endorse any Checks electronically transmitted by you to us; failure to destroy the originals of imaged Checks submitted by you using the Remote Express Deposit Service within the time frame provided for; any misuse of the scanner, your PC or the herein Approved Software by you or by any individual or entity acting on your behalf or within your control; or your failure to comply with any applicable federal and state statutes, rules and regulations in force pertaining to or Services Procedures for the Remote Express Deposit Service or to the deposit of Checks in your Account or the payment of your Loans.

36. **Arbitration Agreement.**

- (a) Any controversy or claim arising out of or relating to this Agreement, or breach thereof, or any relationship resulting therefrom, shall be resolved by binding arbitration under the Federal Arbitration Act, 9 U.S.C. section 1 et seq., administered by the American Arbitration Association in accordance with its Commercial Financial Disputes Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law.
- (b) Nothing in the preceding paragraph, or otherwise, nor the exercise of any right to negotiation or arbitration, nor the commencement or pendency of any proceeding, shall limit the right of any party to this Agreement:

- (i) to seek judicial equitable relief, or other equitable relief available to it under applicable statutory and/or case law including, but not limited to, injunctive relief and the appointment of a receiver; or
- (ii) to exercise any self-help rights or any other rights or remedies available to it by contract or applicable statutory or case law (including but not limited to the filing of an involuntary petition in bankruptcy, the right of set off, attachment, recoupment, foreclosure, or repossession) with respect to its extension of credit, the protection and preservation of collateral, the liquidation and realization of collateral, the protection, continuation and preservation of lien rights and priorities, the collection of indebtedness, and the processing and payment or return of checks, whether such occurs before, during or after the pendency of any negotiation or arbitration proceeding.

The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary rights or remedies or exercise of self-help remedies, all as provided herein, and the pursuit of any such rights or remedies, shall not constitute a waiver of the right or obligation of any party, including the plaintiff seeking judicial relief or remedies, to submit a dispute to negotiation, mediation and arbitration, including disputes that may arise from the exercise of such rights.

- (c) The arbitrator(s) shall not have the power to order specific performance of any obligation or duty of any party to this Agreement or to issue injunctions in connection therewith or otherwise or to enter an award on behalf of any class of claimants.
- (d) Arbitrators appointed by AAA hereunder shall be appointed from the National Roster for Commercial Financial Disputes as provided in the Rules unless otherwise mutually agreed to by the parties. Mediators shall be appointed, with consent by the parties, from the National Panel of Mediators, when practicable, but otherwise by AAA with the consent of the parties.

37. **Force Majeure.** In no event shall we be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of our responsibilities under this Agreement which is caused or occasioned by any act or thing beyond our control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, fire, storm, or other adverse weather conditions or catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by any Internet service, service provider or another bank or financial institution.
38. **Entire Agreement.** This Agreement, including the Schedules and along with the Fee Schedule, and Service Agreement, if applicable, all as now or hereafter in effect from time to time, constitutes the entire agreement between you and us related to the Remote Express Deposit Service and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts, this Agreement shall control. This Agreement may be amended only in writing (including any electronic communication by us) and may not be amended verbally or by course of conduct.
39. **Minimization of Risk.** If and to the extent we permit you to have the use of funds for which you have not received final, nonavoidable payment in collected funds, the use of such funds will constitute a financial accommodation to you, which we may terminate at any time. We have the absolute right to delay the availability of funds for the Payment Account or any other account,

without regard to the Funds Availability Policy or any practice or pattern of practices by you. If we deem, in our sole and absolute discretion, that our risk exposure as provider of the Service under this Agreement has become too great, we may act to minimize this exposure by (a) requiring you (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer, or (b) placing holds on any of your accounts with us (including, without limitation, the Payment Account) for each transfer. The provisions of this paragraph may be limited only by the requirements of applicable federal banking regulations.

40. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which we or you may be liable to each other or to a third party pursuant to the services provided under this Agreement, we and you will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any action that the relevant party may be obligated to defend or elects to pursue against a third party.
41. **Recording of Communications.** You authorize us to tape record any telephone conversations made in connection with this Agreement and to retain such recordings for as long as we deem, in our sole discretion, appropriate.
42. **Events of Default.** Each of the following shall constitute an event of default by you under this Agreement: any (a) breach of your obligations, warranties or covenants under this Agreement; (b) failure to pay any charges due in connection with the Remote Express Deposit Service; (c) material falsity, inaccuracy or incompleteness of any representation made by you in connection with any of the Remote Express Deposit Service (either when made or thereafter); or (d) default by you under any other agreement between us and you (including, without limitation, any loan or security agreement).
43. **Books and Records.** Customer shall maintain books of account and records, in accordance with standard accounting practices and procedures, of all transactions pertaining to its obligations under this Agreement for a period not less than the period legally required for the retention of such records, and after such time until Bank shall be offered a reasonable opportunity to copy such records prior to the destruction thereof. Bank may, at its own expense and upon reasonable prior notice to Customer, have full access to and the right to inspect and copy the books and records of Customer pertaining to its obligations under this Agreement and all transactions initiated by Customer through the Remote Express Deposit Service.
44. **No Waivers.** No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise thereof or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.
45. **Assignment.** You may not assign this Agreement to any other party. In our sole discretion, we may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.
46. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the address of Bank provided below its signature hereto is located, without regard to conflict of law principles.
47. **Commercial Agreement; Compliance with Applicable Law.** You agree to use the Remote Express Deposit Service, including the initiation of entries, funds transfers, or other transactions: only for business purposes and not for any personal, consumer, or household purposes or accounts; and only in accordance with all applicable federal and state laws and all applicable NACHA and funds transfer system rules; and you agree to comply with all of the foregoing during the term of this Agreement.

48. **No Extension of Credit.** Nothing in this Agreement nor any course of dealing between you and us constitutes our commitment or obligation to lend money to you or obligates us to extend any credit to you, to make a loan to you, or otherwise to advance funds to you to pay for any payment order contrary to our published availability schedules.
49. **Amendments.** Notwithstanding any other term of this Agreement, we may amend or change any of the terms and conditions of this Agreement (including, without limitation, the Fee Schedule) at any time upon notice to any one of your Authorized Representatives at any time prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Remote Express Deposit Service. This provision shall not be deemed to alter or affect any obligations, which we have under applicable law regarding disclosures concerning our funds availability policy.
50. **Notices.** Except as otherwise expressly provided herein, Bank will not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter. You agree that we may provide any notice to you called for in this Agreement or any other communication in connection with this Agreement or the Remote Express Deposit Service by either posting it to our Web Site, by email to any email address you have provided us for notice, or by mail to the street address you have provided us, as the Bank may select. If you have designated one or more Authorized Representatives in connection with the Remote Express Deposit Service, you agree that we may send any notice or amendment involving the Remote Express Deposit Service to any one of them. You agree that our ability to communicate with you is dependent on the validity of your e-mail address on our records, and that you will promptly notify us of any change in your e-mail address and that we will have no obligation to redeliver any e-mail that is delayed or returned.
51. **Electronic Disclosures.** You agree that we may make available exclusively via our Web Site (and not in paper form) all disclosures required by law and other communications regarding the Services that may be permissibly given electronically, these include (but are not limited to:) required disclosures under Regulation CC of the Federal Reserve Board.
52. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement. Each party's signature below constitutes its signature to each Schedule attached hereto and incorporated herein by reference, as well as Customer's affirmation of the designations made and authorizations granted therein.

IN WITNESS WHEREOF, each of Customer and Bank does hereby execute and agree to the terms of this Remote Express Deposit Agreement.

First Coast Community Bank

By: Stephanie Ogilvie

Signature: Stephanie Ogilvie

Title: Treasury Management Services

Date: 07/09/2012

City of Fernandina Beach

Customer:

By: Joe Gerrity

Signature: Joe Gerrity

Its Authorized Officer/Member/Partner

Date: 07/09/2012

ATTEST:

By: Mary L. Mercer

Printed Name: Mary L. Mercer Page 14 of 18

Title: City Clerk

Date: 7-17-12

Remote Express Deposit Agreement

Accounts / Loans / Locations

General Fund	1030030	063113099
Account Title	Account Number	ABA Routing Number

Customer hereby designates the following commercial checking accounts of Customer as its "Accounts," all in accordance with the provisions of the Remote Express Deposit Agreement between the Customer and the Bank:

Customer hereby designates the following commercial loans of Customer as its "Loans," all in accordance with the provisions of the Remote Express Deposit Agreement between the Customer and the Bank:

Customer may add or delete Accounts / Loans for this Service by request to the Bank Representative. Such change is subject to Bank approval and will take effect after Bank has received such notice and had a reasonable opportunity to act on it.

Customer hereby designates the following locations for Remote Express Deposit processing as described in the Remote Express Deposit Agreement between Customer and Bank:

Location 4: Name: _____
Physical Address: _____
(Street, City, State & Zip)

Schedule 2
Remote Express Deposit Agreement
Authorized Representative(s)

Customer hereby designates the following individuals as its Authorized Representatives, each of whom is hereby authorized and empowered to act on behalf of Customer as its agent for purposes of this Agreement and send notices and other communications to and receive notices and other communications from Bank regarding the Services, and designate Authorized Users from time to time, certifies that the signature of each Authorized Representative set forth below is genuine, and authorizes Bank to rely on the notices, instructions, information, and other communications provided by any of the Authorized Representatives. The Authorized Representative designated below as Administrator shall act as Customer's Administrator and Authorized Representative for this Service.

Customer may add or delete Authorized Representatives by entering into a new Schedule 2 with Bank. Such change will take effect after Bank has received such notice and had a reasonable opportunity to act on it.

Authorized Representative:

<u>Melissa Howard</u>	<u>Utility Billing Supervisor</u>	<u>Signature</u>	
<u>Name</u>	<u>Title</u>	<u>FL</u>	<u>32034</u>
<u>204 Ash Street</u>	<u>Fernandina Beach</u>	<u>State</u>	<u>Zip Code</u>
<u>Street Address</u>	<u>City</u>		
<u>Telephone</u>	<u>E-mail Address</u>		

Authorized Representative:

<u>Name</u>	<u>Title</u>	<u>Signature</u>	
<u>204 Ash Street</u>	<u>Fernandina Beach</u>	<u>FL</u>	<u>32034</u>
<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
<u>Telephone</u>	<u>E-mail Address</u>		

Authorized Representative:

<u>Name</u>	<u>Title</u>	<u>Signature</u>	
<u>204 Ash Street</u>	<u>Fernandina Beach</u>	<u>FL</u>	<u>32034</u>
<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
<u>Telephone</u>	<u>E-mail Address</u>		

Schedule 3
Remote Express Deposit Agreement
Minimum Specifications

The minimum hardware and software specifications presented below apply to this Service. Bank may change any of these Minimum Specifications and terms for the operating environment upon notice to Customer.

Minimum Hardware Requirements:

- Pentium 4, 3.0 GHz Processor or Core 2 Duo 2.33 GHz
- 2 GB RAM
- 10/100 Network Card
- 40 GB hard drive
- USB 2.0 ports

Minimum Software Requirements:

- Windows 2000 Service Pack 4 (32 bit)
- Windows XP Service Pack 2 or Service Pack 3 (32 bit)
- Windows Vista Service Pack 1 (32 bit or 64 bit)
- Windows 7 (32 bit or 64 bit)
- .Net 3.5 with latest updates (net will be installed with the RED installation wizard)
- Broadband Internet Access
- Windows Internet Explorer 6.0, 7.0, or 8.0
- ActiveX Enabled
- Screen Resolution of 1024x768

Approved Scanners:

- Digital Check CX30
- Digital Check TS215E
- Digital Check TS230
- Digital Check TS240
- Cannon 180
- TWAIN Compliance Flatbed (RED Web Service only)

Scanner Warranties:

- No warranty
- 1 year warranty
- 2 year warranty
- 3 year warranty

Additional Rules Pertaining to Internet Security:

- 128 bit SSL encryption technology or current technological standard.
- Customer must disable the script blocking function on any anti-virus or other software used by Customer which blocks script during installation and upgrades.

MASTER BANKING AGREEMENT

This is the Master Banking Agreement (the "Agreement"), dated as of 7/17/12 and between City of Fernandina Beach Florida ("Customer") and First Coast Community Bank ("Bank"). Customer and Bank hereby agree as follows:

This agreement is in place to provide a comprehensive banking relationship with Bank and Customer. All banking services shall be provided for a five year initial period with two (2) one-year renewals by the mutual agreement of the parties, for a total potential length of seven (7) years. During the renewal periods the price structure may be negotiated.

The Bank shall have deposit deadlines as follows, ledger cutoff time of 2 p.m. or later, Monday through Thursday; the Bank shall provide a ledger cut off time of 5 p.m. on Friday and any banking day preceding a bank holiday.

The Funds Transfer, ACH Customer, and the ZBA forms and agreements are attached hereto and made a part hereof.

All returned items shall be handled according to our Merchant Electronic Check Recovery agreement. In the event that the funds are uncollected after RCK processing is completed, the item(s) shall be forwarded to the Finance Department, Attn: Elisha Mock, Accountant, within 5 days.

The Bank shall provide the Customer with deposit reconciliation services on a web-based banking system. Each deposit ticket shall bear a number or code representing the depositing location and a unique serial number.

As additional fraud protection over the Customer's checks, the Controller of the Customer desires, and will be furnished by the Bank, a positive pay services agreement with a pay default option. The Bank must implement the Positive Pay system at the teller line. The Positive Pay system will be in place for three accounts, General Fund, Utility Billing and Payroll. The Bank shall report discrepancies electronically through its web-based banking system. The Customer shall provide an affirmative or negative response for each exception check.

The Bank shall provide full service web-based banking. Web-based banking services are required to run on Internet Explorer 8 or higher and be hosted at the Bank facility. These features shall include but not be limited to detail and summary balance, reporting of balances at the end of the previous banking day, stop payments, checks paid, wire transfers, positive pay, ACH transactions, EFT transactions, check reconciliation, deposit reconciliation, and monthly account statements.

The Bank shall provide a monthly account analysis statement for each of the Customer's accounts. The Bank shall prepare account analysis statements in the Association for Financial Professionals' standard format using the standard set of service codes or standard service descriptions. The analysis will report, at a minimum, services rendered, service volumes, unit costs, and extended costs and the calculation of the earnings credit.

The Bank shall prepare and render individual monthly account statements for each of the Customer's accounts. The reporting period shall be the full calendar month. Statements shall be mailed no later than the 5th business day of the following month. The Bank shall provide a period of 60 days in which the Customer may notify the Bank of statement errors. The Bank shall also provide debit and credit memos to the Customer within five days from the day the bank posts the memo to the Customer's accounts.

The Bank shall have available "workplace banking" for Customer Employees with no maintenance fees and no minimum balance requirements, as well as no fee checks and ATM card. Banking is to include free checking and savings accounts. (Subject to credit approval)

See Electronic Banking Services Online Access Business Account agreement for Online Banking authorization; see Terms and Conditions for CD-R Check Image and Delivery and Sublicense of AFS Image Depot Express Software for the Imaging Services authorizations; (all of which are attached hereto and made a part hereof).

Stop Payments will be for the duration of the agreement and shall be concurrent with the Agreement term.

The Remote Express Deposit Agreement has been executed, and is attached hereto and made a part hereof.

The Lock Box agreement has been executed, and is attached hereto and a made a part hereof.

The following are attached hereto and made a part hereof:

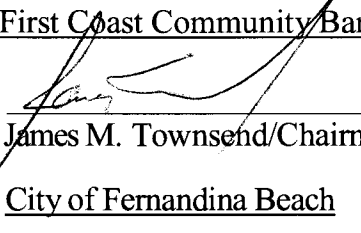
Attachment A — Emergency Procedures Policy

Attachment B - Objectives and Scope of Services Response Form

Attachment C - Proforma Account Analysis Response Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, each party acting through a duly authorized representative, as of the day and year first above written.

BANK: First Coast Community Bank

By: 
Title: James M. Townsend/Chairman, President & CEO

CUSTOMER: City of Fernandina Beach

By: _____

Title: Joe Gerrity, City Manager

Approved as to form and legality for use and reliance by the City of Fernandina Beach, Florida.

Tammi Bach
City Attorney

ATTEST:

Mary Mercer
City Clerk

Synovus Treasury Management Services Agreement

This Treasury Management Service Agreement (the "Service Agreement") is made by and between First Coast Community Bank, a Georgia banking corporation ("Bank") and City of Fernandina Beach, Florida ("Customer") as of the date accepted by Bank below, and is comprised of the Treasury Management Services Agreement, which is attached hereto and incorporated herein by reference, together with all of the Service Addenda (and relevant Schedules) designated by Customer below, which are incorporated herein by reference, pursuant to the (mark one only) ☐ Certified Resolutions for Corporate Treasury Management Services Agreement ☐ Certificate of Authority for Corporate Treasury Management Services Agreement. Addenda may be terminated as provided in this Service Agreement, but any such termination shall have prospective effect only and shall not affect this Service Agreement. Customer authorizes and directs Bank to note any termination hereon or on its records, and agrees that such notation will be binding on Customer. Service Addenda may be added from time to time, subject to Bank approval, by written agreement in form satisfactory to Bank. Customer represents and warrants to Bank that all information furnished to Bank in connection herewith is true, correct and complete.

Customer requests the Services described in the designated Service Addenda below, and acknowledges and agrees to the terms and conditions of each Service Addendum selected below, which are attached hereto or provided to Customer herewith, and made a part hereof by this reference.

(Mark all that apply):

Customer Initial:	Bank Initial:		
<u> </u>	<u>SO</u>	☒	ACH Origination Addendum
<u> </u>	<u>SO</u>	☒	BIB Addendum
<u> </u>	<u> </u>	☐	Cash Concentration Addendum
<u> </u>	<u>SO</u>	☒	CD Rom Addendum
<u> </u>	<u> </u>	☐	Controlled Disbursement Addendum
<u> </u>	<u>SO</u>	☒	Enhanced Imaging Services Addendum
<u> </u>	<u>SO</u>	☒	Lockbox Addendum
<u> </u>	<u> </u>	☐	PayPartner Addendum
<u> </u>	<u>SO</u>	☒	Positive Pay Addendum
<u> </u>	<u> </u>	☐	Repurchase Addendum with Master Repurchase Agreement
<u> </u>	<u> </u>	☐	Daily Sweep Addendum
<u> </u>	<u>SO</u>	☒	Wire Transfer Addendum
<u> </u>	<u>SO</u>	☒	Zero Balance Addendum

Customer hereby designates the following individuals as its Authorized Representatives, each of whom is hereby authorized and empowered to act on behalf of Customer as its agent for purposes of this Service Agreement, including, without limitation, to enter into one or more Service Addenda or amendments to this Service Agreement or any Service Addendum, and send notices and other communications to and receive notices and other communications from Bank regarding the Services, and designate Authorized Users from time to time, certifies that the signature of each Authorized Representative set forth below is genuine, and authorizes Bank to rely on the notices, instructions, information, and other communications provided by and of the Authorized Representatives.

Bank Number 375
 Customer City of Fernandina Beach
 Customer TIN 596000317

Joe Gerrity
Name

City Manager
Title

Signature

204 Ash Street
Street Address

Fernandina Beach
City

FL 32034
State Zip Code

904-277-7300
Telephone

igerrity@fbfl.org
E-mail Address

Name

Title

Signature

Street Address

City

State Zip Code

Telephone

E-mail Address

Customer hereby designates the following as its Payment Account:

General Fund
Account Title

1030030
Account Number

063113099
ABA Routing Number

Customer hereby affirms that it has read and agrees to all of the terms of this Service Agreement, including, without limitation, all Service Addenda and Schedules the security procedures applicable to certain Services and all indemnities, disclaimers and liability limits made in connection with this Service Agreement, and acknowledges that delivery of Services is conditioned on such agreements and pricing of Services was negotiated in reliance thereon. Customer may designate Accounts and make such other designations as provided in the Service Addenda and hereby affirms such designations by signing below. If Customer has an existing Treasury management relationship with Bank, this Service Agreement and related documentation amend, replaces and supersede all previous agreements relating to the Services.

Accepted:

First Coast Community Bank
a division of Synovus Bank

City of Fernandina Beach
Customer

By: Stephanie Ogilvie

By: Joe Gerrity

Signature: Stephanie Ogilvie

Signature: Joe Gerrity

Title: Treasury Management

Its Authorized Officer/Member/Partner

Date: 9-12-12

Date: _____

Address for notice: _____

Address for notice: _____

Bank Representative: Stephanie Ogilvie

E-mail: igerrity@fbfl.org

ATTEST:
By: Mary L. Mercer
Printed Name: Mary L. Mercer
Title: City Clerk
Date: 9-17-12

**Synovus Treasury Management Services Agreement
General Terms and Conditions**

1. **Definitions.** As used in this Agreement or in a Service Addendum (as defined in Section 2); "**Account**" and/or "**Accounts**" means your commercial demand deposit accounts (including your commercial checking accounts), your commercial loan accounts, and such other of your commercial deposit accounts designated by you to be accessed using the Services; "**Payment Account**" means the commercial demand deposit account you designate at Bank from which we may deduct monthly fees for the Services; "**you**," "**your**" or "**your company**" refers to Customer; "**Authorized Representative**" means each individual designated by you as your agent for purposes of this Agreement, in Schedule 1 to this Agreement, which is attached hereto and incorporated herein by reference, or as otherwise permitted by Bank in connection with this Agreement; "**Authorized User**" means each individual authorized by you to obtain, access, use, or communicate with us or act on your behalf in connection with the Services, including, without limitation, any agent designated by an Authorized Representative; "**Authorized Officer**", "**Authorized Partner**", and "**Authorized Member**" are defined in the certificate of authority or certified resolutions for this Agreement and "**Authorized Officer/Member/Partner**" means any one of them; and "**Bank Representative**" means the individual who signs this Agreement on behalf of Bank, or such other representative that we may designate from time to time. "**We**," "**us**," "**our**" or "**Bank**" refers to Bank and any agent, independent contractor, designee, or assignee Bank may, in its sole and absolute discretion, involve in the provision of the Services.
2. **The Treasury Management Services.** The Treasury Management Services (the "Service" or the "Services") are described in each addendum to this Agreement selected in the Treasury Management Services Agreement (attached hereto and made a part hereof by this reference) and as may entered into by and between Bank and Customer from time to time (each along with any Schedules or Exhibits thereto, a "Service Addendum", two or more, the "Service Addenda"). A Service Addendum shall be effective as of the date this Service Agreement is signed by Bank if attached hereto or as otherwise expressly provided in the Service Addendum. Any Service Addendum entered into after this Service Agreement shall be effective as of the date of that Service Addendum or as otherwise expressly provided in the Service Addendum. Notwithstanding the foregoing, certain Services may require implementation or other set-up and will not be immediately available; your Bank Representative will inform you when such Services are available for your use. Certain Services may be accessible through one or more web sites operated by us or our service provider for this purpose (the "Web Site"). You understand and agree that the Services are subject to credit approval, you are only entitled to use those of the Services approved by us from time to time (in our sole discretion), access to Services may require separate enrollments or agreements with us or third party service providers, and that fees shall be charged for each Service. Use of the Service is also subject to the procedures provided to you online or otherwise (the "Service Procedures"), and subject to the provision of specific information required by Bank from time to time to process the Service. You agree that Services will be used only for valid commercial purposes in the ordinary course of your business and not for personal, family or household purposes or for any person or entity other than Customer. The terms and conditions of your respective Account agreements with us will also govern your Account relationships with us.

3. Security Procedure and Client Administration.

- (a) If a Service is accessible through a Web Site, you will be required to use Credentials to obtain access to each Service. "Credentials" are user login credentials, which may include, without limitation, passwords, user ids, tokens or other means of authentication, or any combination of the foregoing. You authorize us to follow any instructions you or anyone else enters through the Service using your Credentials. Because your Credentials can be used to access money from and information about your Accounts, you should treat your Credentials with the same degree of care and secrecy that you use to protect your automated teller machine card, personal identification number or other sensitive personal financial data. You agree not to give your Credentials, or make them available, to any person not authorized to access your Accounts, and you agree that we may conclusively presume that if your Credentials are used, such use is by you, including, without limitation, any of your Authorized Representatives or Authorized Users. You also agree to be solely responsible for and to release the Bank and hold the Bank harmless from and against any liability arising from or related to any unauthorized use of your Credentials.
- (b) Certain Services require you to designate one or more specific Authorized Representatives for the Service, and you agree that any one of such Authorized Representatives may designate Authorized Users for each Service, all as provided onscreen and in any Service Procedures. This function allows you to centralize and monitor access to Services and Accounts. If you authorize other persons, including, without limitation, Authorized Users, to use your Credentials for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner (except to the extent limited to specific functions or permissions through the Service) and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified us in writing that you have revoked the authorization and changed your Credentials, and you are responsible for any transactions made by such persons or their designees until we have received your notice and had a reasonable opportunity to act upon the change of your Credentials. Certain Services permit you to audit Authorized User activity, and you agree that such audit reports are intended only as one means of monitoring such activity and that you are solely responsible for any and all monitoring. Not in limitation of the foregoing, you agree that we have no responsibility to monitor transactions, activities or inquiries of you and of your Authorized Representatives, Authorized Users, or their designees.
- (c) Additional Security Procedures, hardware and software requirements may apply to each Service, and will be provided to you with or pursuant to the applicable Service Addendum.
- (d) You agree that use of the Credentials constitutes a "commercially reasonable" Security Procedure for the verification of the authenticity of transactions initiated through the Service based on your business use of the Service, including, without limitation, the type, value and frequency of the transactions. There are no security procedures intended to detect erroneous transactions. You agree that any instructions made using your Credentials will be conclusively deemed authentic and authorize us and our service

provider to rely and act upon any transaction or inquiry initiated through the Service using your Credentials and agree to be responsible for any such transaction or inquiry that is processed in good faith.

4. Operating Environment.

- (a) In order to use any Service provided through a Web Site, you must have the following: (i) a personal computer; (ii) the operating systems in the versions listed on the Web Site or in the Service Addendum or Service Procedures; (iii) a secure (encrypted) web browser (in the versions listed on the Web Site or in the Service Addendum or Service Procedures); and (iv) Internet access through an Internet Service Provider (ISP). You agree to provide reasonable protection against computer intrusions and data exfiltration, including, without limitation, firewalls, current and regularly updated malware protection services (such as anti-virus and anti-spyware defense and regular scanning) and prompt implementation of security-relevant software upgrades (such as patches, service-packs and hot fixes). Bank may change these requirements from time to time by posting any change on the Web Site or other notice to you.
- (b) Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:
 - i. An interruption in your electrical power or telephone or Internet service;
 - ii. The disconnecting of your telephone line by your local telephone company or deficiencies in line quality;
 - iii. The disconnecting of your electrical service by the provider of electrical power to you; or
 - iv. Any defect or malfunction of your computer, modem, or system, or any equipment or other devices utilized in connection with initiating a payment or transfer, or telephone line or Internet access.
 - v. Any malicious software or code, computer virus or worm or other disabling procedure, whether present on your computer, network, system or equipment, or on ours.

We are not responsible for any services relating to your computer other than those, if any, specified in this Agreement.

- 5. Statements.** All of your payments and funds transfers made through the Services will be described in your periodic Account statements. You agree that no other notice is required with respect to transactions made through the Service.

6. Account Reconciliation.

- (a) You must examine the periodic statement for each Account with "reasonable promptness." You agree that the time to examine the statement and report to us will

depend on the circumstances, but that such time will not, in any circumstance, exceed a total of fifteen (15) days from the date that the statement is first made available to you.

- (b) If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. You must furnish the following information to us: (i) your name and Account number; (ii) a description of the error or transfer, and a complete explanation of the error, or request for more information; and (iii) the dollar amount of the suspected error; and any other information required by us. If you contact us by telephone, we may require that you send the complaint or question in the form of a paper writing by postal mail or fax within ten (10) Business Days.
- (c) If you fail to perform any of these duties, you will have to either share the loss with us, or bear the loss entirely (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items, transfers or payments on the statement but other items forged or altered or unauthorized transfers or payments made by the same wrongdoer. If you do not report to us as provided in subsection (a) or (b) above, you agree that you will be liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. You further agree that if you fail to report any unauthorized signature, alteration, forgery, transfer or payment or any other error in any Account within thirty (30) days of when we make the statement available, you cannot assert a claim against us on any item, transfer, payment or other error in that statement, and the loss will be entirely yours. This 30-day limitation is without regard to whether we exercised ordinary care. In that event, you will be liable for the full amount of the item, transfer or payment and we will not be responsible for the payment of any interest to you. This limitation is in addition to those contained elsewhere in this Agreement and under applicable law.

7. Payment for Service.

- (a) In accordance with each Schedule of Fees and Charges that is applicable to this Agreement and/or each Service Addendum or otherwise in connection with the Services (collectively, the "Fee Schedule"), we will charge fees for the Services and any other fees related thereto to your Payment Account each month. You authorize us to charge your Payment Account in order to obtain payment for the Services through account analysis, compensating balances, or by direct debit of the Payment Account, or by a combination of the preceding, but debiting the Payment Account is not our exclusive remedy. Not in limitation of the foregoing, you authorize us to debit any other Account or account or to set off against any amounts we may owe you to obtain payment if there are not sufficient funds in the Payment Account. We will notify you of any debit made under this paragraph either by separate written notice or as part of our statement of the account for the period in which the payment amount was debited. The Payment Account is designated in Schedule 2, which is attached hereto and incorporated herein by reference.

- 8. (b) Bank's failure to assess any charges or to assess charges in any specific amount does not waive Bank's right to increase or decrease the amount of charges later. Fees are reviewed periodically and are subject to change. We will notify you of any fee changes, as provided in this

Agreement or the applicable Service Addendum. **Business Days.** Our Business Days are Monday through Friday, excluding Federal Reserve and applicable state banking holidays.

9. **Availability of Services.** Access to any of the Services that is accessible through a Web Site is available 24 hours a day, seven days a week, except during maintenance periods and during periods when access to the Services is temporarily interrupted as a result of power outages, equipment and/or software malfunctions or failures. Other Services will be available during our operating hours for each Business Day. Access to each Service may also be governed by the applicable Service Addendum. We will not be liable under this Agreement for failure to provide access. Subject to applicable law, we reserve the right to modify, suspend, or terminate access to all or any part of the Services at any time and for any reason without notice or refund of previously incurred fees. We will attempt to notify you in the event of any technical difficulties or other occurrence that may impede access to the Services for a prolonged period of time.
10. **Your Liability for Unauthorized Transfers Made Using the Services.** You acknowledge and agree that the Electronic Funds Transfer Act and its provisions limiting consumer liability do not apply to your Accounts. Further, you agree, we shall have no liability of any nature whatsoever to you or any other party resulting from any transactions involving your Accounts using the Services, and you hereby release us from any such liability to you and agree to indemnify and hold us harmless from and against any such liability to any third party. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous payment orders or other instructions or communications initiated through the Services. Your liability for unauthorized or erroneous items is also governed by your Account agreement with us.
11. **Your Notice to Us of Unauthorized Transfers, Errors and Questions.** If you believe that someone has transferred or may transfer money from your Account without your permission or in case of errors or questions about your electronic transfers, you should telephone your Bank Representative immediately.
12. **Financial, Account, and Other Information; Consent to Disclosure.**
 - (a) Upon our request from time to time, you agree to promptly furnish all financial and other information to us as we deem necessary or appropriate, in our sole discretion, for the provision of the Services, review of the Accounts, or the performance of our responsibilities or the exercise of our rights under this Agreement. Not in limitation of the foregoing, Customer agrees to furnish Bank with financial statements that at all times reflect Customer's three most recent fiscal years. Unless waived by Bank or heretofore furnished by Customer, such statements for the three fiscal years ending next prior to the date hereof shall be furnished for Bank's consideration before any transfer is initiated by Customer under any Service Addendum. Statements for each subsequent fiscal year ending after the date hereof shall be furnished to Bank within 90 days after the close of such fiscal year. Statements for each fiscal year shall fairly present in all material respects the financial condition of Customer at the close of such fiscal year in conformity with generally accepted accounting principles, and, if required by Bank, shall be prepared by independent certified public accountants acceptable to Bank.

- (b) We will take reasonable precautions to maintain the confidentiality and security of your private Account information; provided, however, that *you specifically consent to the disclosure of such information or any other information about you in connection with the performance of the Services, the enforcement of any of our rights or exercise of any of our remedies hereunder, in compliance with our security programs, or as otherwise permitted or required by applicable law, legal process or by any regulatory or supervisory agency to which we may be subject.* You acknowledge that if any third party performs any part of or provides access to the Service or the Web Site, we will not be liable for any disclosure by any such third party servicer, agent, independent contractor or other entities.

13. Our Intellectual Property; Confidential Information.

- (a) You acknowledge that the Security Procedures and all of our computer programs, data bases, manuals, files, documents and other records, copyrighted materials, trademarks, tradenames, service marks, logos and intellectual property relating to the Services, our business operations, or our former, current or prospective customers, are and will continue to be our sole and exclusive property or the property of our servicers, agents or independent contractors, and you do not and will not claim any interest in them, or act in any way inconsistent with our rights in them and will return them to us promptly upon termination of this Agreement, the applicable Service, or earlier, upon our request.
- (b) "Confidential Information" means trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information in various forms, including, without limitation, software, customer and/or membership lists, forms, procedures, manuals and other documents and records, which information is used or useful in the conduct of each Bank's business. Customer acknowledges that, as a result of its use of the Service, it will learn or will have access to Confidential Information of Bank and further acknowledges that: (i) although all or any part of such Confidential Information may be obtainable from other sources, it could only be obtained or developed at great expense over a long period of time and all such Confidential Information is therefore an extremely valuable and important business asset in Bank's business; and (ii) the Confidential Information is the exclusive property of Bank. Except as otherwise expressly contemplated by this Agreement, and as required by applicable law, Customer shall not, at any time either during or after the term of this Agreement, regardless of how this Service Agreement is terminated, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available, the Confidential Information which Customer learns, or to which it has had access or which has been revealed to it during the term of this Agreement. The parties agree that the restrictive covenants contained in this Section are reasonable and necessary to protect Bank's legitimate interests and that any losses arising from a party's breach thereof cannot reasonably and adequately be compensated by monetary damages and will cause Bank to suffer irreparable harm. Accordingly, upon the failure of Customer to comply with the restrictive covenants contained in this Section, the Bank will be entitled to seek injunctive or other extraordinary relief. Upon the termination of this Agreement, or upon written demand, whichever shall first occur, Customer shall promptly return to the Bank all Confidential Information in such Customer's possession or control.

14. **Authorization to Obtain Information.** You agree that we may obtain and review your credit report from an authorized credit bureau and that we may obtain information from your payees regarding your payments and the payee accounts to be credited in order to facilitate proper handling and crediting of your payments.
15. **Termination.** You may terminate your use of any one or all of the Services at any time by calling your Bank Representative. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Services terminated. We may require that you confirm your request in writing. Unless provided otherwise in the relevant Service Addendum, you may terminate your use of any one of the Services as provided herein. We will charge you fees for the month in which your termination is effective in accordance with this Agreement unless (a) you terminate the Service between the first and the fourteenth day of the month, and (b) during such time, no transactions involving any of the Accounts have occurred. We may suspend or terminate your use of all or any of the Services, at any time without prior notice. Your access to all or any of the Services will be terminated automatically if your Payment Account or other designated by you for use in connection with any of the Services is closed, or access to any said Account is restricted for any reason. Termination will terminate only your access to the Services and will not affect your liability or obligations under this Agreement for transactions we have processed or that are in process on your behalf prior to such termination or any other obligations, which, by their nature, survive termination. Termination of any Service Addendum terminates only your access to the relevant Service, but termination of this Agreement will result in immediate termination of all Service Addenda.
16. **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SERVICE ADDENDA), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR FREEDOM FROM INFRINGEMENT OR MALICIOUS SOFTWARE OR CODE, COMPUTER VIRUS OR WORM, OR OTHER DISABLING ROUTINE, AND WE HEREBY DISCLAIM ALL SUCH WARRANTIES.** *Not in limitation of the foregoing, we do not warrant that the Services or our Web Site will operate without errors, or that any or all of the Services or our Web Site will be available and operational at all times.*
17. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SERVICE ADDENDA). WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, RIOTS, FAILURE OF OR DELAY OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RDFI (INCLUDING, WITHOUT LIMITATION, THE RETURN OF AN ENTRY BY SUCH RECEIVER OR RDFI), ANY PARTICIPATING DFI, ANY BENEFICIARY OR BENEFICIARY'S BANK, ANY INTERMEDIARY

BANK, INTERNET ACCESS SERVICE PROVIDER, OR ANY SERVICE PROVIDER (THE "THIRD PARTIES") TO PERFORM OR TO PROVIDE ANY SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. NOT IN LIMITATION OF THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER THE LESSER OF: YOUR ACTUAL DAMAGES; OR THE TOTAL AMOUNT OF ALL SERVICE FEES ACTUALLY PAID BY CUSTOMER TO BANK IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH BANK'S LIABILITY IS FINALLY DETERMINED. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

18. **Force Majeure.** In no event shall we be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay in the performance of our responsibilities under this Agreement which is caused or occasioned by any act or thing beyond our control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure or other malfunction, electrical or computer failure, strike, lockout, riot, war, governmental regulation, fire, emergency conditions, acts of God, fire, storm, or other adverse weather conditions or catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by any Internet service, service provider or another bank or financial institution.
19. **Entire Agreement.** This Agreement, along with the Fee Schedule, and the Service Addenda, all as now or hereafter in effect from time to time, constitutes the entire agreement between you and us related to the Service and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts, this Agreement shall control. This Agreement may be amended only in writing (including any electronic communication by us) and may not be amended verbally or by course of conduct.
20. **Minimization of Risk.** If and to the extent we permit you to have the use of funds for which you have not received final, nonavoidable payment in collected funds, the use of such funds will constitute a financial accommodation to you, which we may terminate at any time. We have the absolute right to delay the availability of funds for the Payment Account or any other account, without regard to the Funds Availability Schedule or any practice or pattern of practices by you. If we deem, in our sole and absolute discretion, that our risk exposure as provider of the Services under this Agreement has become too great, we may act to minimize this exposure by (a) requiring you (i) to provide satisfactory collateral for each transfer, prior to the time such transfer is initiated or to (ii) prefund each transfer, or (b) placing holds on any of your accounts with us (including, without limitation, the Payment Account) for each transfer. The provisions of this paragraph may be limited only by the requirements of applicable federal banking regulations.
21. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which we or you may be liable to each other or to a third party pursuant to the services provided under this Agreement, we and you will undertake reasonable efforts to cooperate with each other, as permitted by

applicable law, in performing loss recovery efforts and in connection with any action that the relevant party may be obligated to defend or elects to pursue against a third party.

22. **Recording of Communications.** You authorize us to tape record any telephone conversations made in connection with this Agreement and to retain such recordings for as long as we deem, in our sole discretion, appropriate.
23. **Events of Default.** Each of the following shall constitute an event of default by you under this Agreement: any (a) breach of your obligations, warranties or covenants under this Agreement; (b) failure to pay any charges due in connection with the Services; (c) material falsity, inaccuracy or incompleteness of any representation made by you in connection with any of the Services (either when made or thereafter); or (d) default by you under any other agreement between us and you (including, without limitation, any loan or security agreement).
24. **Books and Records.** Customer shall maintain books of account and records, in accordance with standard accounting practices and procedures, of all transactions pertaining to its obligations under this Service Addendum for a period not less than the period legally required for the retention of such records, and after such time until Bank shall be offered a reasonable opportunity to copy such records prior to the destruction thereof. Bank may, at its own expense and upon reasonable prior notice to Customer, have full access to and the right to inspect and copy the books and records of Customer pertaining to its obligations under this Agreement and all transactions initiated by Customer through the Services.
25. **No Waivers.** No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.
26. **Assignment.** You may not assign this Agreement to any other party. In our sole discretion, we may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to conflict of law principles.
28. **Commercial Agreement; Compliance with Applicable Law.** You agree to use the Services, including the initiation of entries, funds transfers, or other transactions: only for business purposes and not for any personal, consumer, or household purposes or accounts; and only in accordance with all applicable federal and state laws and all applicable NACHA and funds transfer system rules; and you agree to comply with all of the foregoing during the term of this Agreement.
29. **No Extension of Credit.** Nothing in this Agreement nor any course of dealing between you and us constitutes our commitment or obligation to lend money to you or obligates us to extend any credit to you, to make a loan to you, or otherwise to advance funds to you to pay for any payment order contrary to our published availability schedules.

30. **Amendments.** Notwithstanding any other term of this Agreement, we may amend or change any of the terms and conditions of this Agreement (including, without limitation, the Fee Schedule or any Service Addendum) at any time upon notice to any one of your Authorized Representatives at any time prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the applicable Service. This provision shall not be deemed to alter or affect any obligations, which we have under applicable law regarding disclosures concerning our funds availability policy.
31. **Notices.** Except as otherwise expressly provided herein, Bank will not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter. You agree that we may provide any notice to you called for in this Agreement or any other communication in connection with this Agreement or the Service by either posting it to our Web Site, by email to any email address you have provided us for notice, or by mail to the street address you have provided us, as the Bank may select. If you have designated one or more Authorized Representatives in connection with a particular Service, you agree that we may send any notice or amendment involving such Service to any one of them. You agree that our ability to communicate with you is dependent on the validity of your e-mail address on our records, and that you will promptly notify us of any change in your e-mail address and that we will have no obligation to redeliver any e-mail that is delayed or returned.
32. **Electronic Disclosures.** You agree that we may make available exclusively via our Web Site (and not in paper form) all disclosures required by law and other communications regarding the Services that may be permissibly given electronically, these include (but are not limited to:) required disclosures under Regulation CC of the Federal Reserve Board.
33. **Counterparts.** This Agreement and each Service Addendum may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Budget Amendment - Streets/Parks Department

2017-97

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-97

SYNOPSIS: These budget transfers are required in the Streets/Parks Contractual account, the Operating Supplies account, and Overtime account to cover higher than anticipated expenses related to Hurricane Matthew.

FISCAL IMPACT: Funds are available in the Streets/Parks Professional Services account for this transfer in FY 2016/2017.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-97.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date: 06/28/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-97

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA APPROVING AN AMENDMENT TO THE MAINTENANCE – STREETS/PARKS BUDGET FOR FISCAL YEAR 2016/2017; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopts and operates under a budget for the fiscal year and the City Charter requires that the City Commission approve any budget amendment over \$7,500; and

WHEREAS, funds were budgeted in the Professional Services account for a firm to perform an objective roadway evaluation of the City's right-of-way surfaces, however due to the impacts from Hurricane Matthew the department did not pursue a contract with a professional firm to perform these services; and

WHEREAS, the funds in the Professional Services account far exceed what will be spent this fiscal year; and funds in the Contractual account, Operating Supplies account, and Overtime account are less than what is expected to complete the fiscal year; and

WHEREAS, staff recommends the budget transfer of \$36,000 from the Streets/Parks Professional Services account, 0014100-53100 to the: Streets/Parks Contractual account, 0014100-53400 (\$12,000); Street/Parks Operating Supplies account, 0014100-55200 (\$12,000); and Streets/Parks Overtime account 0014100-51400 (\$12,000).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the budget transfer of \$36,000 from the Streets/Parks Professional Services account, 0014100-53100 to the: Streets/Parks Contractual account, 0014100-53400 (\$12,000); Street/Parks Operating Supplies account, 0014100-55200 (\$12,000); and Streets/Parks Overtime account 0014100-51400 (\$12,000).

SECTION 2. This Resolution shall be effective immediately upon passage.

ADOPTED this 5th day of July, 2017.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

Robin C. Lentz
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Facilities Use Agreement - Driving Dynamics, Inc.

2017-98

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-98

SYNOPSIS: Driving Dynamics, Inc. has requested to use Airport property at the Fernandina Beach Municipal Airport (FHB) to conduct defensive driver safety training on September 18, 2017, and November 13 and 14, 2017. The Airport property to be used will be the pavement area of remote parking area between Runway 9 and Runway 4. Such training activity will not affect normal operations of the airport.

The City of Fernandina Beach will receive \$925.00 per day for this use of Airport property.

FISCAL IMPACT: The designated monies will be deposited into the Airport Fund, Other Revenue Account No. 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-98.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date: 06/28/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT DEFENSIVE DRIVER SAFETY TRAINING; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Driving Dynamics, Inc. has requested to use Airport property at the Fernandina Beach Municipal Airport to conduct defensive driver training on September 18, 2017, and November 13 and 14, 2017; and

WHEREAS, such use of Airport property will be the pavement area of remote parking area between Runway 9 and Runway 4 and such training activity will not affect normal operations of the Airport; and

WHEREAS, the City of Fernandina Beach will receive \$925.00 for each day of use of Airport property; and

WHEREAS, the designated monies will be deposited into the Airport Fund, Other Revenue Account No. 420 36990.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves a Facilities Use Agreement, attached hereto as "Exhibit A", with Driving Dynamics, Inc. for defensive driver training at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said agreements, upon review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 5th day of July, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 9th day of May, 2017, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Driving Dynamics, Inc. whose address is 256 Chapman Road, Suite 202, Newark, DE 19702 (herein called "USER").

WHEREAS, CITY owns, controls and operates that certain public facility known as the Fernandina Beach Municipal Airport (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY to Offer Advanced Driver Training Safety Classes to Corporate Drivers.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of Advanced Driver Training Safety Classes to Corporate Drivers.
2. USER will set up and use the FACILITY on a ~~continuous~~ basis during this period September 18, November 13 & 14.
3. USER shall pay CITY the sum of \$ 925 for use of FACILITY during the period designated, payable with returning this signed AGREEMENT. PA parlay
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of

this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
- j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
- k. CITY reserves the right to cancel this AGREEMENT at any time, without cause, by giving USER 30 days notice of such cancellation.
- l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
- m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.

5. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above, unless terminated sooner.

6. The addresses for giving notices are as follows:

USER: Driving Dynamics, Inc.
256 Chapman Road
Suite 202
Newark, DE 19702

CITY: City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Attn: City Manager

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

USER: Paul Andrus

By: Paul Andrus

Its: Logistics Manager

101
Employer ID #

CITY OF FERNANDINA BEACH

By: _____

Dale L. Martin

Its: City Manager

By: _____

Caroline Best

Its: City Clerk

WITNESS:

Arthur Higgins
Print Name: Arthur Higgins

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
Its: City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Insurance Associates, Inc. 525 State Route 33 Millstone Twp. NJ 08535		CONTACT NAME: Kathleen Samodio PHONE (A/C, No, Ext): (732) 792-7000 E-MAIL: ksamodio@lianet.com ADDRESS: ksamodio@lianet.com	
INSURED Driving Dynamics, Inc. 256 Chapman Road Suite 202 Newark DE 19702		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance of America NAIC # 31534 INSURER B: Hanover Insurance 22292 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16/17 & 17/18 WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ZBY885271506	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0			UHY878487505	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHY906675203	4/9/2017	4/9/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: November 16, 2016 - Porsche Driving Event at Fernandina Beach Airport

City of Fernandina Beach is included as additional insured if required in a written contract with our insured subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach
Attn: Stephanie A. Morgan
204 Ash St.
Fernandina Beach, FL 32034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

K Samodio/KSAMOD

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Payment Approval - Pritchett Trucking, Inc.

2017-99

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-99

SYNOPSIS: On December 6, 2016, the City Commission awarded Bid # 16-16 to Pritchett Trucking, Inc. in the amount of \$43,540 for 1,400 yards of #57 Stone.

The project construction required more material than initially estimated. This Resolution is to account for actual quantity used (606 additional yards) resulting in an overage in the amount of \$17,879.63

FISCAL IMPACT: Funds are budgeted and available in the Stormwater Improvements account #470 56300 (Project #201400013).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-99.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date:06/28/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN ADDITIONAL PAYMENT RELATED TO BID # 16-16 IN THE AMOUNT OF \$17,879.63 TO PRITCHETT TRUCKING, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 6, 2016, the City Commission awarded Bid # 16-16 to Pritchett Trucking, Inc. in the amount of \$43,540 for 1,400 yards of #57 Stone; and

WHEREAS, the project construction required more material than initially estimated. This Resolution is to account for actual quantity used (606 additional yards) resulting in an overage in the amount of \$17,879.63; and

WHEREAS, funds are budgeted and available in the Stormwater Improvements account #470 56300 (Project #201400013).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves payment to Pritchett Trucking, Inc. for material delivered in an additional amount of \$17,879.63.

SECTION 2. This Resolution shall become effective immediately upon passage.

ADOPTED this 5th day of July, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution
Facilities Use Agreement - RS Collector Automobile Auctions

2017-100

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-100

SYNOPSIS: RS Collector Automobile Auctions, a leading international auction house, wishes to host an automobile auction on the grounds of the Fernandina Beach Airport in conjunction with other events loosely associated with the annual Concours d'Elegance.

The Bonhams auction (conducted for the past three years) on the City's Golf Course has both an aeronautical as well as a nonaeronautical impact upon the adjacent City of Fernandina Beach Municipal Airport, located on the opposite side of the Amelia Island Parkway. The increasing number of aircraft coming to Fernandina Beach and Amelia Island for the prestigious March events necessitates additional (and convenient) aircraft parking areas, for which purpose Runway 9/27 can serve (as well as former Runway 18/36 and available ramp space). With the temporary closure of Runway 9/27 for aircraft parking, the unimproved areas at the east end of the runway can serve for additional automobile parking and auction support activities. RS wishes to utilize much of the same area used by the Bonhams event.

The attached diagram illustrates the parking and auction areas proposed to be utilized by the March event sponsors. Please note that the primary area proposed to be utilized by the RS event has no negative effect upon aeronautical operations at the Airport, and the timing of the RS event coincides with the Bonhams event, meaning that no additional aeronautical impact results from the proposed RS event.

At its June 8, 2017, meeting, the Airport Advisory Commission reviewed and unanimously recommended approval by the City Commission for the RS Auction.

As this event is new (and expected to begin a significant long-term relationship between RS and the City), additional terms related to the Facilities Use Agreement may be subsequently provided for City Commission review and approval. The City Commission action at this time is requested in order to submit the event to the Federal Aviation Administration for appropriate review and approval.

FISCAL IMPACT: The Airport use fee will be deposited into the Airport Fund, Other Revenue Account No. 420 36990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-100.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date: 06/28/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE USE OF AIRPORT PROPERTY BY RS COLLECTOR AUTOMOBILE AUCTIONS IN CONJUNCTION WITH ANNUAL AMELIA ISLAND CONCOURS D'ELEGANCE EVENT IN MARCH, 2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, RS Collector Automobile Auctions wish to use the City of Fernandina Beach in conjunction with the annual Amelia Island Concours d'Elegance in 2018; and

WHEREAS, RS Collector Automobile Auctions will pay \$40,000.00 for the use of Airport property during the period of February 28, 2018, through March 14, 2018; and

WHEREAS, the airport use fee will be deposited into the Airport Fund, Other Revenue Account No. 420 36990.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the use of Airport property for the RS Collector Automobile Auctions event to be held on March 8-10, 2018, along with the Facilities Use Agreement, attached hereto as "Exhibit A."

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Facilities Use Agreement upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 5th day of July, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 5th day of July, 2017, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and RS Collector Automobile Auctions whose address is 7722 East Gray Rd., Suite C, Scottsdale, AZ 85260 (herein called "USER").

WHEREAS, CITY owns, controls and operates that certain public facility known as the Fernandina Beach Municipal Airport (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY to conduct an automobile auction on March 9-10, 2018, including preparation beginning February 28, 2018, and "tear-down" by March 14, 2018.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of preparing, conducting, and dismantling an automobile auction.
2. USER will set up and use the FACILITY on a continuous basis during this as indicated on attached Diagram "A" (Section 6).
3. USER shall pay CITY the sum of \$40,000.00 for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against

the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- i. USER shall not rent, sublet, or assign space in the FACILITY premises without the prior written consent of CITY.
- j. USER has priority over the portion of the FACILITY as described during the time agreed upon in this AGREEMENT, and can use specified areas during the time of this AGREEMENT.
- k. CITY reserves the right to cancel this AGREEMENT at any time, with cause, by giving USER 30 days notice of such cancellation.
- l. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the City Attorney, show the CITY as additional insured thereon, and shall provide proof of it to CITY, upon commencement of this AGREEMENT, and thereafter, as required by CITY. USER will provide insurance on all their equipment being used in the FACILITY.
- m. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the FACILITY. Sale and/or consumption of alcohol not allowed on Airport property unless properly permitted by the City.
- n. Additional terms and fees may be negotiated, subject to additional City Commission (and, as appropriate, Federal Aviation Administration) review and approval.

5. Term of Agreement: The term of the AGREEMENT is as noted above, unless terminated sooner.

6. The addresses for giving notices are as follows:

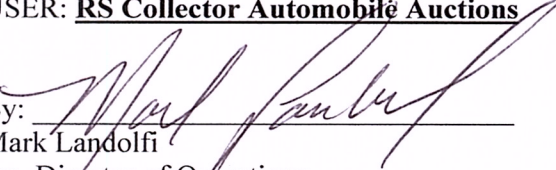
USER: **RS Collector Automobile Auctions**
7722 East Gray Rd., Suite C
Scottsdale, AZ 85260
Attn: Director of Operations

CITY: City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Attn: City Manager

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

USER: **RS Collector Automobile Auctions**

CITY OF FERNANDINA BEACH

By: 
Mark Landolfi
Its: Director of Operations

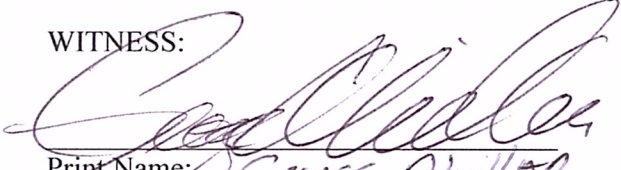
By: _____
Dale L. Martin
Its: City Manager

0001619
Employer ID #

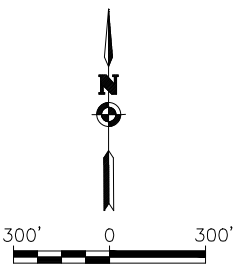
By: _____
Caroline Best
Its: City Clerk

WITNESS:

APPROVED AS TO FORM AND LEGALITY:


Print Name: George Alvarado
Administrative Director


Tammi E. Bach
Its: City Attorney



Property Owner:
City of Fernandina Beach
Fernandina Beach Municipal Airport
700 Airport Road
Fernandina Beach, Florida 32034

Tenant / Client:

Passero Associates
13453 N. Main Street (904) 757-6106
Jacksonville, FL 32218 Fax: (904) 757-6107
Certificate of Authorization # 3428
Principal-in-Charge Andrew M. Holesko, C.M.
Project Architect
Email:
Project Engineer

Revisions			
No.	Date	By	Description

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS IN VIOLATION OF STATE EDUCATION LAW ARTICLE 145 SECTION 7209 AND ARTICLE 145 SECTION 7307. THESE PLANS ARE COPYRIGHT PROTECTED ©

CONCOURS PARKING AREAS

Amelia Island Vintage
Gran Prix

Town/City: Fernandina Beach
County: Nassau State: Florida

Project No.
99047.0066P1

Drawing No.
1

Date
June 2017

**1. BAILEY ROAD
(NORTH) PARKING**

**4. ASSEMBLY AREA
(OUTSIDE SECURITY FENCE)**

**6. ADDITIONAL (NEW)
AUCTION TENT AREA**

**2. RUNWAY 9-27
(EAST) PARKING**

**3. JAMESTOWN ROAD
(TRAILER) PARKING**

**5. BONHAMS AUCTION
(APPROX. LOCATION)**

LEGEND

- RUNWAY PROTECTION ZONE (RPZ) — RPZ —
- RUNWAY SAFETY AREA (RSA) — RSA —
- RUNWAY OBJECT FREE AREA (ROFA) — ROFA —
- TAXIWAY SAFETY AREA (TSA) — TSA —
- TAXIWAY OBJECT FREE AREA (TOFA) — TOFA —
- BARRICADES (BARRICADE, FENCING, SIMILAR) [Barricade symbol]
- FLAGMAN/SAFETY/SECURITY [Flagman symbol]
- TEMPORARY RUNWAY CLOSURE MARKERS [X symbol]

NOTES

- PARKING AREAS SHALL NOT CREATE ANY OBSTRUCTIONS TO FAR PART 77 SURFACES.
- EVENT OPERATOR SHALL BE REQUIRED TO PLACE BARRICADES & SECURITY STAFFING WHERE EVENT OPERATION BORDERS AIRPORT OPERATIONAL AREAS.
- SAFETY AND SECURITY STAFFING SHALL BE RESPONSIBLE IN REDIRECTING AND REGULATING PEDESTRIAN & AUTOMOBILE MOVEMENT AWAY FROM ACTIVE RUNWAYS, TAXIWAYS, AND ALL SAFETY AREAS.
PEDESTRIANS WILL NOT BE PERMITTED AT ANYTIME TO CROSS ACTIVE RUNWAYS, RUNWAY SAFETY AREAS, AND ANY AIRCRAFT MOVEMENT AREAS.

EUROPEAN SPORTS, AMERICAN MUSCLE, HOT RODS AND CUSTOMS

RUSSO AND STEELE

COLLECTOR AUTOMOBILE AUCTIONS™

THE MOST EXCITING
COLLECTOR AUTOMOBILE
AUCTION IN THE WORLD
AMELIA ISLAND 2018

FOR ENTHUSIASTS-BY ENTHUSIASTS™

IT'S NOT JUST A TAGLINE – IT'S A LIFESTYLE

FROM THE CONCOURS FIELD TO ROAD RALLIES – VINTAGE RACING TO CAR CLUBS – WE'LL SEE YOU THERE!

Russo and Steele's Scottsdale Auction has remained true to its tagline of "For enthusiasts-
By enthusiasts" in delivering an action packed auction event with record turnout."

– Sports Car Market

EVENT OVERVIEW

TARGET DATES

EVENT DATES – March 8 - 10, 2018.

SCHEDULE OF EVENTS – 2018

BEGINS FEBRUARY 28 (WEDNESDAY)

- Site Prep and Set up (8:00 AM - 6:00 PM)

MARCH 5 - 6 (TUESDAY – THURSDAY)

- Auction Vehicle Check-In (10:00 AM - 4:00 PM)
- Registration and Cashier (10:00 AM - 4:00 PM)
- Sponsor Load In (Tuesday 9:00 AM - 4:00 PM)
- Vendor Load In (Tuesday 9:00 AM - 4:00 PM)

MARCH 7 (WEDNESDAY)

- Auction preview (10:00 AM - 4:00 PM)
- Registration and Cashier (10:00 AM - 4:00 PM)

MARCH 8 (THURSDAY)

- Gate Open for General Admission (10:00 AM)
- Auction – Main Tent (5:00 PM – Close of Event)
- Registration and Cashier (9:00 AM - Close of Event)

MARCH 9 (FRIDAY)

- Gate Open for General Admission (10:00 AM)
- Auction – Main Tent (5:00 PM – Close of Event)
- Registration and Cashier (9:00 AM - Close of Event)

MARCH 10 (SATURDAY)

- Gate Open for General Admission (10:00 AM)
- Auction – Main Tent (5:00 PM – Close of Event)
- Registration and Cashier (9:00 AM - Close of Event)

MARCH 11 - 14 (SUNDAY- WEDNESDAY)

- Site Tear Down
- Vendor Load Out (Sunday 9:00 AM - 2:00 PM)
- Cash Out (Sunday - Monday 10:00 AM - 4:00 PM)
- Vehicle Check Out (Sunday - Monday 10:00 AM - 4:00 PM)



ADVERTISING/MARKETING

MARKETING DEPARTMENT COORDINATION

In an effort to have a fully integrated launch, Russo and Steele will sync up with City Tourism Offices, and the City Advertising/Marketing Departments to develop an integrated marketing strategy to announce the partnership, promote the upcoming event dates, and continue to promote the relationship year round. Russo and Steele requests that all logos, stock photography, and other materials be sent as soon as possible along with any visual identity standards that accompany them to initiate the marketing artwork.



MEDIA LAUNCH (FULL LAUNCH MODE)

Once an agreement has been signed, the parties will team up for a coordinated Media launch to announce the partnership and to release the dates for the 2018 Auction. This coordinated effort will consist of several components:

- PRESS RELEASE – Jointly disseminated from the collective PR offices
- WEBSITES UPDATES – Calendar listings, banners, announcements and links on all party's websites
- HTML EMAIL – Direct E-mail campaign sent out to over 50,000 Russo and Steele clients and high profile guests of said City, and the City itself.
- DIRECT MAIL – Informational pieces sent out to Russo and Steele's and other top client lists.
 - "Save the Date" piece
 - Informational Piece
 - Auction Catalogue
- PRINT ADS – Full scale Russo and Steele co-branded ads will be taken out in magazines that will be hitting newsstands throughout the year.



- CITY — MEDIA AND PROMOTIONS – Prior to signing a Letter of Intent, the City will deliver Russo and Steele a detailed media plan and promotion schedule, outlining its yearly ad/media budget as well as the various media outlets that the City advertises with. The City will designate funds to be spent directly on promoting the Russo and Steele event, including but not limited to: television, radio, billboards, newspaper, airport, bus stops, etc.
- THE CITY – The City will become a sponsor of the event, assisting with Police and Fire department personal, parking shuttles, as well as a take on a \$30,000 sponsorship of Russo and Steele. Additionally, once finalized and active, The City will designate Business Improvement District Tax dollars for specific use on the Auction and the Russo and Steele event.

AMELIA ISLAND 2018 AUCTION LAUNCH

- AMELIA ISLAND CAR WEEK AUCTION REGISTRATION – Signage surrounding the registration tables announcing the auction and co-branding Russo and Steele and Amelia Island Car Week Auction.
- AMELIA ISLAND CAR WEEK AUCTION SIGNAGE – Co-branded signage throughout the other Russo and Steele events promoting Amelia Island Car Week.
- AUCTION CATALOGUE – Full page co-branded ad in the catalogs distributed at all other Russo and Steele events giving all of the details of the event as well as giving reservation information at the Amelia Island Car Week Events.
- AUCTION BLOCK MENTIONS – During the auction, the auctioneers will be given designated scripts to announce the partnership at various time throughout the auction. Russo and Steele would strategically place these mentions during peak times of the show, and during the sale of high dollar automobiles.
- GRAND UNVEILING – During the peak of the auction, Drew and a representatives from the Auction, the city will have a formal presentation of the event on the auction block. This part of the auction will be sure to capture everyone's attention, and will be followed by the grand entrance of the "apex car".

OPERATIONS

- SIGNAGE OPPORTUNITIES – The partners will provide a list of locations and size requirements for Russo and Steele signage that can be hung throughout the existing site and throughout the City.
- SECURITY – Since the event is centered around high dollar automobiles, security is a major concern. The partners will work together to come up with a specific site plan outlining the event site perimeter, and the City will assist with security, stemming from the local Police and Fire Departments for both day and night security. This will ensure that all attendees and the vehicles are safe at all times.



- **INFRASTRUCTURE** – The partners will also work to come up with a suitable site layout, and will work to ensure that everyone's needs are being met. Russo and Steele will require the following:
 - Phone and Internet Line hookups (Provided by the city)
 - Power hookups – suitable to handle the operations of Russo and Steele (sound, lighting, office etc.), to be handled by the city or the Auction
 - Fence, Restrooms and hand washing stations to be provided by the Auction
 - Main Tent - Russo and Steele will be responsible for the costs associated with the main tent, including:
 - Tent Costs
 - Sound and Lighting
 - Seating (Bleachers)
 - Décor
 - Auction Block Flooring



- **PERMITTING AND LICENSING** - The City will work with Russo and Steele and the various governing bodies to secure any required permitting or specific licenses needed in order to successfully hold the event.

AUCTION EVENTS

- **GENERAL PREVIEW / VEHICLE CHECK IN** – The general preview area and it serves as a chance for bidders to inspect the vehicles that they are interested in purchasing. This area will be closed to the general public for security reasons, but will be open to general admission ticket holders of the Auction. In addition, this area will serve as the check in for the vehicles that will be auctioned off. We will have staff arriving early to take any vehicles that arrive early, and they will remain there for several days after the show to work with the shipping transports. Russo and Steele will work with the City to coordinate the most effective way to load and unload the transporters that will be carrying the vehicles in.

RUSO AND STEELE QUESTIONS

1. What additional funds, aside from the Business Improvement District, will the City be able to commit to the event for Marketing and Advertising? Is there a tourism bureau or other office that can assist with a national campaign to reach the desired demographic?
2. What type of resources will the City be able to commit to the partnership? Can you give more details and examples of the relationships with the Field Marketing Team and your PR Firm? Are there any examples of other special events that you have done promotions for in the past that might be relevant?
3. Vehicle Check-In – Is there a suitable location for the loading and unloading of vehicle transports (6 Vehicle Carriers) in close proximity to proposed auction site? Would the streets bordering the site be a suitable location?
4. Traffic Plan - Can the City provide a specific traffic plan, outlining the attendee parking, shuttle routes, and number of shuttles, potential loading and unloading areas for attendees as well as potential drop locations for the car carriers?

A. SALES TAX AND REVENUE (EXAMPLES)

	SCOTTSDALE 2013	SCOTTSDALE 2014	SCOTTSDALE 2015
Revenue	\$ 17,871,689	\$ 21,409,920	\$ 20,108,819
Sales Tax (State and Local)	\$ 227,161	\$ 182,108	\$ 198,860

B. MEDIA LAUNCH SUMMARY

ALL EVENT MEDIA LAUNCH SUMMARY	
Paid Print Advertising	\$ 450,015.00
Direct Mail	\$ 134,306.97
Direct E-Mail	\$ 19,000.00
Online	\$ 78,300.00
Public Relations	\$ 67,000.00
TOTAL	\$ 748,621.97

C. PRINT ACTUALS

SCOTTSDALE 2017	PUBLICATION	VOLUME	COST PER PAGE	TOTAL
	Autobuy	1	\$1000.00	\$1,000.00
	Classic Motorsport	3	\$2,200.00	\$6,600.00
	Vintage Road Car	2	\$2,400.00	\$4,800.00
	Robb Report	2	\$5,750.00	\$11,500.00
	Cavallino	1	\$1,800.00	\$1,800.00
	Forza	2	\$1,625.00	\$3,250.00
	RPM Canada	2	\$1,850.00	\$3,700.00
	Performance Plus Canada	2	\$850.00	\$1,700.00
	Excellence	2	\$2,500.00	\$5,000.00
	Hagerty Magazine	1	\$5,500.00	\$5,500.00
	Hemmings Motor News	6	\$6,930.00	\$41,580.00
	The Star Magazine	3	\$900.00	\$2,700.00
	Sempre Ferrari	2	\$700.00	\$1,400.00
	Highline	1	\$1,200.00	\$1,200.00
	Rodding and Racing	3	\$800.00	\$2,400.00
	Sports Car Market	6	\$3,000.00	\$18,000.00
	Vintage Motorsport	4	\$2,200.00	\$8,800.00
	Old Car Weekly	2	\$2,526.00	\$5,052.00
	Hemmings Motor News Inserts	12	\$1,000.00	\$12,000.00
	American Collector Car	2	\$1,600.00	\$3,200.00
	Various Local			\$50,000.00
	TOTAL	63		\$191,182.00

C. PRINT ACTUALS

MONTEREY 2016

PUBLICATION	VOLUME	COST PER PAGE	TOTAL
Cavallino	3	\$1,800.00	\$5,400.00
Vintage Road Car	2	\$2,400.00	\$4,800.00
Forza	2	\$1,625.00	\$3,250.00
Excellence	1	\$2,500.00	\$2,500.00
Hagerty	1	\$5,500.00	\$5,500.00
Hemmings Motor News	6	\$6,930.00	\$41,580.00
65 Degrees	2	\$2,200.00	\$4,400.00
Carmel	1	\$3,500.00	\$3,500.00
Sempre Ferrari	2	\$700.00	\$1,400.00
Sports Car Market	8	\$3,000.00	\$24,000.00
Vintage Motorsport	2	\$2,200.00	\$4,400.00
Classic Motorsport	3	\$2,200.00	\$6,600.00
Sports and Exotic	2	\$2,725.00	\$5,450.00
AutaBuy	1	\$1000.00	\$1,000.00
The Star Magazine	2	\$1,800.00	\$3,600.00
Various Local			\$20,000.00
TOTAL	38		\$137,380.00

NEWPORT BEACH 2016

PUBLICATION	VOLUME	COST PER PAGE	TOTAL
Sports Car Market	6	\$3,000.00	\$18,000.00
Sempre Ferrari	2	\$2,200.00	\$4,400.00
Old Car Weekly	3	\$2,526.00	\$7,578.00
Riviera Magazine	1	\$6,325.00	\$6,325.00
Orange Coast	1	\$5,750.00	\$5,750.00
AutaBuy	1	\$1,000.00	\$1,000.00
Hemmings Motor News	6	\$6,930.00	\$41,500.00
Drive!	2	\$1,350.00	\$1,700.00
Cavallino	2	\$1,800.00	\$3,600.00
Vintage Road Car	3	\$2,400.00	\$7,200.00
Vintage Motorsport	2	\$2,200.00	\$4,400.00
Local Advertising			\$20,000.00
TOTAL	29		\$121,453.00

D. DIRECT MAIL ACTUAL

MONTEREY 2016

ITEM	COST
M15 Teaser	\$6,052.89
M15 Postcards	\$3,259.00
M15 Catalogue	\$20,939.00
M15 Info Piece	\$5,383.38
TOTAL	\$35,634.27

SCOTTSDALE 2017

ITEM	COST
S15 Catalog	\$28,847.00
S15 Teaser Piece	\$14,194.64
S15 Postcards	\$8,185.31
S15 Info Piece	\$6,200.00
TOTAL	\$57,426.95

NEWPORT BEACH 2016

ITEM	COST
NB15 Catalog	\$17,079.95
NB15 Invitations	\$3,378.20
NB15 Teaser	\$5,702.50
NB15 Info Piece	\$9,939.77
NB15 Postcards	\$5,145.33
TOTAL	\$41,245.75

AGGREGATE TOTAL: \$134,306.97



E.ONLINE ADVERTISING ACTUAL

MONTEREY 2016

ITEM	COST
PPC/AdWords	\$5,000.00
Hemmings Online	\$4,000.00
Sports Car Online	\$3,500.00
Facebook Sponsor	\$3,000.00
Classic Driver	\$800.00
Classic Motor Sales	\$600.00
My Classic Garage	\$500.00
Dupont Registry	\$8,500.000
Autoweek.com	\$2,200.00
TOTAL	\$28,100.00

SCOTTSDALE 2017

ITEM	COST
PPC/AdWords	\$5,000.00
Hemmings Online	\$6,000.00
Sports Car Online	\$4,700.00
Facebook Sponsor	\$3,000.00
Old Car Online	\$1,250.00
Old Cars Weekly	\$5,000.00
Classic Driver	\$800.00
Classic Motor Sales	\$600.00
My Classic Garage	\$500.00
ClassicCars.com	\$1,100.00
TOTAL	\$27,950.00

NEWPORT BEACH 2016

ITEM	COST
PPC/AdWords	\$5,000.00
Hemmings Online	\$4,000.00
Sports Car Online	\$3,500.00
Facebook Sponsor	\$3,000.00
Old Car Online	\$1,250.00
Old Cars Weekly	\$2,500.00
Classic Driver	\$800.00
Classic Motor Sales	\$600.00
My Classic Garage	\$500.00
ClassicCars.com	\$1,100.00
TOTAL	\$22,250.00

AGGREGATE TOTAL: \$78,300.00

210 250 40 20

5454

2002-2003



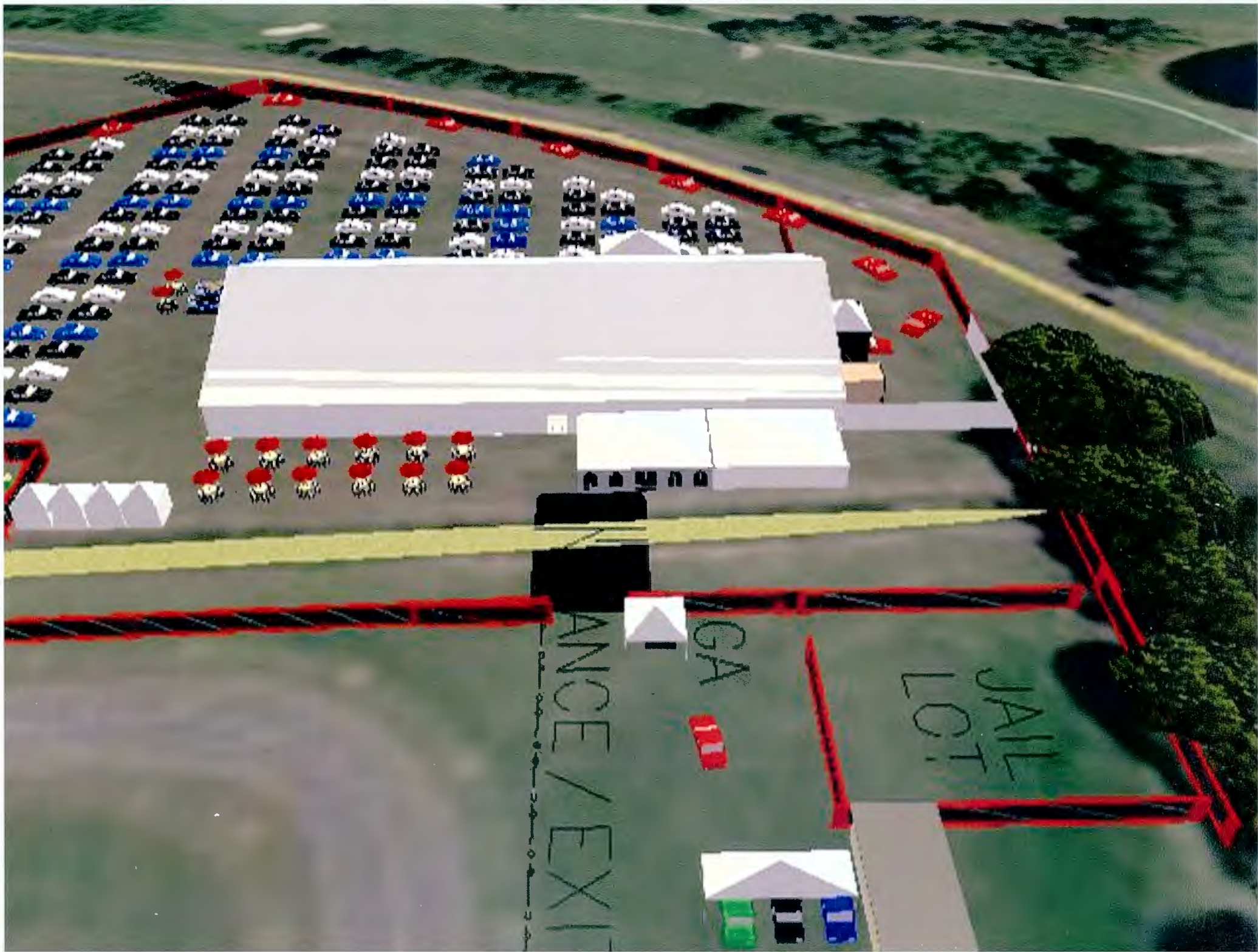
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LOT

111'

V-OPS

228'









CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Sole Source Purchase Approval - International Code Council (ICC)

2017-104

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-104

SYNOPSIS: Staff requests the City Commission's approval to purchase building plan review services from the International Code Council (ICC). The plan review requested is for the large-scale commercial project known as Aspire at Amelia. ICC performs this service at cost and is the only non-profit organization capable of this service.

The total cost of the plan review service is \$24,255.00 and ICC is the sole source provider of this service.

FISCAL IMPACT: Funds have been budgeted in Building Department Professional Services Account #0012400 53100 in FY 2016/2017.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-104.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date:06/28/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF PLAN REVIEW SERVICES FOR THE BUILDING DEPARTMENT FROM THE INTERNATIONAL CODE COUNCIL (ICC); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Building Department is requesting the City Commission's approval to purchase plan review services to expedite the review of construction plans for the Aspire at Amelia assisted living facility to be constructed at 649 Amelia Island Parkway; and

WHEREAS, the International Code Council (ICC) is the sole source provider of plan review services by a non-profit organization dedicated to the construction of safe, sustainable, affordable and resilient structures and has provided a quote for a total cost of \$24,255.00; and

WHEREAS, funding is budgeted and available in Building Fire Machine/Equipment Non-Capital Account #0012400-53100 in FY 2016/2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the sole source purchase of plan review services in the amount of \$24,255.00 (quote attached hereto as Exhibit "A") from ICC.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this purchase, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 5th day of July, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



June 26, 2017

Mr. Tony Perez-Guerra
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Perez-Guerra:

Please allow this letter to serve as a plan review fee proposal on the Aspire at Amelia Island project located at 649 Amelia Island Parkway in Amelia Island, FL. Our plan review fee proposal is based on the Foley Design drawings Cover, AG2-1.1 and AG2-1.2 all dated April 21, 2017 and marked "Issued for Construction". Our plan review fees are based on the estimated cost of construction in accordance with our Building Valuation Data (BVD) table and corresponding sliding rate fee schedule.

As indicated in the above referenced documents, this project consists of the new construction of a 67,413 nominal SF, 2-story facility of Type VA Construction with an Occupancy Classification of I-1 with a 127,623 nominal SF, 2-story facility of Type VA Construction with a mixed Occupancy Classification of A-3, B, and R-2

As such, in accordance with the BVD and ICC fee schedule, the Building Review fee would be **\$10,780**. All other requested code disciplines would be each billed at 25% of the cost of the Building review for **\$2,695**. If all code discipline reviews are requested to be performed, the total fee would be as follows:

Building review -	\$10,780
Mechanical review -	\$ 2,695
Plumbing review -	\$ 2,695
Electrical review -	\$ 2,695
Energy review -	\$ 2,695
<u>Accessibility review -</u>	<u>\$ 2,695</u>
TOTAL -	\$24,255

The following codes are assumed to be utilized for this review and confirmation is required:

Florida Building Code 5th Addition (2014), Building

Florida Building Code 5th Addition (2014), Mechanical

Florida Building Code 5th Addition (2014), Plumbing

2011 edition of NFPA 70 – National Electrical Code (as referenced by the Florida Building Code 5th Addition, 2014)

Florida Building Code 5th Addition (2014), Energy Conservation

Florida Building Code 5th Addition (2014), Accessibility



International Code Council
Eastern Regional Office
900 Montclair Road
Birmingham, AL 35213
t: 888.ICC.SAFE (422.7233)
f: 205.591.0775
www.iccsafe.org

All reviews are conducted by engineers/architects who are ICC certified plan examiners. All reviews are then peer reviewed by a registered professional engineer before it is released. Upon completion, ICC will issue a report with a list of comments detailing any deficiencies or lack of information, a copy of the plan review record worksheet for each code discipline review and the invoice for our services. The City of Fernandina Beach is responsible for payment of fees pertaining to this plan review. While ICC does not mandate re-reviews, the first re-review for each code discipline is free of charge.

The International Code Council is a U.S. based non-profit, member-focused association. It is dedicated to developing model **codes** and standards used in the design, build and compliance process to construct safe, sustainable, affordable and resilient structures. The Florida Building Code, 5th Edition (2014) contains substantial copyrighted material from the 2012 I-Codes which is a copyrighted works owned by the International Code Council.

If you would like to discuss this plan review estimate further, please call me directly at (888) 422-7233, X5577. We appreciate the opportunity to work for you and thank you for your confidence in the ICC.

Sincerely,

David S. Hunter

David S. Hunter

Director

Business Development and Outreach,

Technical Services

International Code Council

888.ICC.SAFE (422-7233) Ext. 5577

dhunter@iccsafe.org

Please sign below to confirm acceptance.

Signature: _____

Name: _____

Title: _____

Company Name: _____

Date: _____

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Grant Application Approval - Boating Infrastructure Grant Program (Big-P)

2017-105

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-105

SYNOPSIS: Last year, the City submitted an application to the State of Florida Boating Infrastructure Grant Program (2016 application attached). The application sought funding for the conceived northern expansion of the marina (for which the City previously purchased a waterfront parcel). The grant to the City was not awarded, so staff seeks City Commission support for a 2017 re-application. The proposed 2017 application will replicate the 2016 application.

The proposed expansion will extend the each of three northern docks approximately 350 feet to close to the northern edge of the waterfront property previously purchased by the City. As previously discussed, these extensions likely require review and approval by the U.S. Army Corps of Engineers due to the proximity of the federal navigational channel in the Amelia River. Mr. Robert Semmes (ATM) has been requested to discuss marina development at an August City Commission meeting.

FISCAL IMPACT: If the City authorizes the submittal of a BIG-P application to the FWC in the amount of \$1,500,000 and if granted by the FWC, the City agrees to provide a 51.4% match in the amount of \$1,585,695 for expansion northward of the Fernandina Harbor Marina (funding source to be specifically determined following such an award).

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-105.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date: 06/28/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017 –105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF A BOATING INFRASTRUCTURE GRANT PROGRAM (BIG-P) APPLICATION TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) TO EXPAND THE EXISTING FERNANDINA HARBOR MARINA TO THE NORTH AND IMPROVE THE OVERALL FACILITIES FOR TRANSIENT BOATERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach seeks to apply for funding from the FWC's BIG-P to expand the Fernandina Harbor Marina northward and improve the overall facilities; and

WHEREAS, the City is requesting the maximum funding of \$1,500,000 (48.6%) and the City is agreeing to provide \$1,585,695 (51.4%) of the total grant project cost of \$3,085,695; and

WHEREAS, this project has been budgeted in the Five Year Capital Plan for the following fiscal years: 2017/2018, 2018/2019, 2019/2020, 2020/2021.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City hereby authorizes the submittal of a BIG-P application to the FWC in the amount of \$1,500,000 and agrees to provide a 51.4% match in the amount of \$1,585,695 for expansion northward of the Fernandina Harbor Marina.

SECTION 2. The City is willing to enter into a 20 year agreement for the maintenance operation of the project.

SECTION 3. The City Manager and the City Clerk are hereby authorized to execute the grant application and all documentation pertaining to the Grant Agreement, if awarded, after review and approval as to form by the City Attorney.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 5th day of July, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammie E. Bach
City Attorney

APPLICATION FOR FUNDING

*Boating Infrastructure Grant (BIG) Program
Fernandina Harbor Marina*

Prepared on Behalf of:

City of Fernandina Beach

Prepared By:



August 2016

PROJECT SUMMARY

The Fernandina Harbor Marina is a municipal facility located on the Atlantic Intracoastal Waterway (AIW) in Nassau County, Florida. The facility is the first stop in Florida and the location of Florida's official Marine Welcome Center for transient boaters traveling south along the waterway and it provides access to the City's popular downtown district and its many shops, restaurants and tourist opportunities. The City of Fernandina Beach is located on Amelia Island, the southern most of the major Sea Islands off the coasts of South Carolina, Georgia and Florida.

The Sea Islands are a chain of barrier islands in the southeastern United States extending from Amelia Island in Florida to Murphy Island in South Carolina and include many famous destinations like Hilton Head, SC; Isle of Palms, SC; Tybee Island, GA; Jekyll Island, GA; and St Simons Island, GA. They were settled by native inhabitants over thousands of years and were later settled by European immigrants that set up plantations to grow indigo, cotton, and rice. These labor-intensive crops relied on enslaved Africans to perform the labor.

The AIW passes directly by Amelia Island and the Fernandina Harbor Marina. The marina is located at statute mile 716.5. According to the most recent estimate, approximately 13,000 recreational boaters transit the AIW annually. Most of these transits are seasonal. In the fall, boaters typically travel south along the waterway to Florida to avoid colder weather in the Northeast US in the winter. These boats return north in the spring as the oppressive summer heat descends upon the Deep South. Seasonal migrations are also typical for megayachts (especially charter vessels). American-owned megayachts head south in the fall to the service yards in Georgia and Florida before heading to their cruising grounds in the Caribbean by Christmas. In the spring, these vessels head to the northeast United States for summer cruising grounds in Maine.

This seasonal travel pattern affords Fernandina an opportunity to capture a large amount of transient recreational boating traffic. Amelia Island's riverfront access, historical and cultural attractions, beaches, golf and other tourism opportunities make it an important stopover point for transient boaters. However, Amelia Island currently lacks sufficient transient boating infrastructure to accommodate all of the visitors arriving by water.

The City of Fernandina recently acquired an adjacent waterfront parcel north of the existing marina facility and plans to expand the marinas dockage northward (see Figure 3) permitting the City to accommodate additional transient boaters. The City is requesting BIG funds to assist them with adding these docks. The expansion area offers many improvements to the less flexible dedicated slips that dominate the southern portion of the marina. These slips are not as flexible because they are designed for specific vessels sizes. Side-tie dockage is much better suited to transient mooring because it can take any size vessel that calls and doesn't depend on a specific slip size to be available. Additionally, the docks in the southern portion of the marina were poorly sited in shallower water and because the main piers are perpendicular to the current flow, the docks increase the rate of siltation in the area making them less usable or attractive to transient boaters.

PROJECT STATEMENT

Project Need

Existing Area Facilities Insufficient

Amelia Island is currently home to only three significant commercial marina facilities: Fernandina Harbor Marina, Tiger Point Marina and the Amelia Island Yacht Basin. Of these, Tiger Point Marina and Amelia Island Yacht Basin primarily cater to local boaters with long-term leases. While these facilities accept transient boaters, space, amenities, and their locations are not ideal to attract transient boaters in significant numbers. On the other hand, the municipal facility is the state's official marine welcome center and is located at the foot of Center Street, the gateway to the popular downtown tourist district with its myriad shops, restaurants, entertainment and lodging opportunities.

Transient Traffic

During the fiscal year of October 2014 - September 2015, the Fernandina Harbor Marina accommodated 6,982 transient boat nights. These boaters hailed from North America, as well as international locations, such as South America, Europe, Africa, Australia and New Zealand. While the average transient boat length for this period was 44 feet, the marina accommodates vessels ranging from 26+ feet to 200+ feet in length. In addition to dockage, the marina offers competitively priced fuel, dual pump out stations, handicapped-accessible restrooms and showers, laundry facilities and a Captain's Lounge with internet access, cable TV and a computer work station for our transient boaters.

During the fall transient season, the marina is completely full about 25% of the time and must turn away vessels. Because these vessels want to visit Amelia Island, they will often go into the anchorage for a night or two and wait for an available slip, but often vessels will stay a night on anchor and continue north the next day. The marina is also losing berths to an ongoing siltation problem in the southern part of the marina, so the expansion not only provides more dockage in the marina overall but also will provide replacement dockage in deeper self-maintaining as the slips to the south become unusable. The marina had nearly 7,000 transient boat nights in the last fiscal year and based on the numbers turned away and those that did not plan to stop ahead of time because they could not be sure a slip would be available, we conservative estimate that the expansion will permit the marina to host at least an additional 1,600 boat nights.

Project Purpose

The purpose of the project is to expand the existing municipal marina and improve the overall facilities for transient boaters calling on Fernandina Beach and Amelia Island. Currently, area facilities besides the Fernandina Harbor Marina are not well suited for or well-placed for large numbers of transients and the municipal facility lacks sufficient space to accommodate all of them. Additionally, much of the marina was developed with dedicated slips in shallow water areas. While these slips are used to accommodate transients, many can't be used for this purpose and the experience is less than ideal. The expansion will provide quality, stable concrete floating docks with state-of-the-art utilities in a flexible configuration in deep water. The project will also improve marina access for disabled persons and improve transient facilities by adding additional restrooms and showers in a central location near the transient slips.

Project Objectives

The proposed expansion to the Fernandina Harbor Marina is intended to serve the following boater types:

- transient vessels (26 to 79ft) visiting historic Amelia Island for one or more nights and
- transient megayachts (>79ft) visiting the island for one or more nights

Specific discrete objectives for serving the transient boaters include:

1. Provide modern and safe dockage for visiting vessels over 26 ft in length to over 200 ft in length during the project period
2. Provide appropriate marina utilities to supply these transient vessels throughout the project period
3. Provide accessibility for these new dockage areas for disabled persons during the project period
4. Provide bathroom and showering facilities for the marina's transient boaters

Project Results and Benefits

Properly executed, the proposed project is expected to yield great benefits to transient boaters and the economy of the City of Fernandina Beach and greater Amelia Island. The improvements proposed are illustrated in the attached figures. These include:

Results and Benefits from Objective #1 – There is a high demand for transient boater visitation to Amelia Island the greater island attractions but currently, dockage, marina infrastructure, and amenities for these boaters are severely limited. The City of Fernandina Beach proposes to add 368 linear feet of heavy duty floating attenuator that will itself provide 736 linear feet of dockage for megayachts and other large vessels. Additionally, 757 linear feet of floating dock will be added behind the attenuator that will provide an additional 1,136 linear feet of side-tie dockage for transient boaters for a total of 1,872 linear feet of additional transient dockage between the attenuator and the floating docks.

Results and Benefits from Objective #2 – Providing state-of-the-art utilities for transient boaters will attract more and larger vessels to the Island that currently do not visit because of lack of modern facilities. To serve the expected transient vessels, all slips will provide potable water and shore power. Shore power will include 30A-120V single-phase service, 50A-120/240V single phase service, 100A-240V single phase service, and limited 250A-400V three phase service for larger megayachts. Utilities will also include required fire protection and wireless internet service.

Results and Benefits from Objective #3 – The existing marina facilities currently don't meet the United States Access Board's accessibility guidelines. The proposed project will include the addition of an 80ft long by 6ft wide ADA compliant gangway that will make 2,852 linear feet of predominantly transient dockage accessible (736 linear feet of new dockage and 2,116 linear feet of existing dockage).

Results and Benefits from Objective #4 – The existing bathroom and showering facilities are both inadequate for the current marina tenants and visiting boaters and extremely inconvenient due to their

location (see marina plan for their location). The marina expansion would make this problem even worse (i.e., would put additional pressure on inadequate facilities and add to the walk to reach them). A transient boater moored at the end of the proposed new attenuator would have to walk over 1,150 feet to reach the facilities and would likely have to wait on line once there. New floating facilities (9 suites each providing a shower, sink and toilet) would be provided centrally to the marina (see marina plan) and serve the new transient docks and existing side-tie dockage that is primarily for transient boaters.

Project Approach

The City of Fernandina Beach will employ a proven and industry-standard approach to planning, permitting, design and construction of the proposed improvements. The project will be overseen by a marine engineering firm that is familiar with both the site itself, goals and objectives of the BIG proposal, engineering and environmental issues, marina design, and regulatory authorizations. The project will require permits from the Florida Department of Environmental Protection (FDEP) and the US Army Corps of Engineers Jacksonville District (CESAJ). The project will also be constructed over Florida Sovereignty Submerged Lands and will therefore require a lease from the state's Board of Trustees of the Internal Improvement Trust Fund. The state and federal permit process will ensure that the project is compliant with state and federal laws including the Coastal Zone Management Act, the Clean Water Act, Rivers and Harbors Act of 1899, National Environmental Policy Act, the Endangered Species Act and the National Historic Preservation Act as well as others.

Specific development tasks included in this application for BIG funding include:

- Regulatory Permitting (August 2016 – March 2017)
- Anticipated notification of BIG funding (March 2017)
- Final planning, design, and engineering (April 2017 – July 2017)
- Project Bidding/Negotiation with local/regional marine contractors (August 2017 – October 2017)
- Construction of marine improvements (November 2017 – March 2018)
- Open marina in time for spring transient boating season

Project Officer

The Fernandina Harbor Marina is a municipal marina facility and is expected remain so throughout the useful life of the grant funded components. The City's grants officer oversees all grant funded activity and maintains compliance on the City's behalf. If for any reason the City transfers the marina to another government or private entity during the useful life of the grant funded components, the City will notify the new owner of the requirements to maintain the grant funded components throughout the useful life period and for the uses allowed by the grant.

There are no plans anticipated or underway to fund any portion of the proposed project and related work from other Federal grant sources.



Project Location

The project is located in the City of Fernandina Beach on the west side of Amelia Island in Nassau County, Florida (30° 40.29'N, 81° 27.96'W). Please refer to the attached location map, Figure 1 for details.

Contacts

Contact information for the key project team members is provided below:

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Budget Form & Explanation

The total BIG-eligible costs for the proposed improvements at the Fernandina Harbor Marina are **\$3,071,576** (please refer to the attached Exhibit A). These costs include some infrastructure (such as the bathrooms) that will serve both transient and longer term lease vessels. The costs for these elements were pro-rated based upon anticipated usage. Description of estimated costs and pro rating is presented below.

- Contractor mobilization, bonding, and insurance – This amount was estimated based on ATM’s experience in the marina construction industry and the specific nature of the project. This line item cost was pro-rated at 75% to account for the fact that while the majority of the improvements are for eligible transient vessels, some long-term vessels will likely utilize the bathroom facilities. (However, the existing bathrooms are closer to the vast majority of long-term lease slips than the proposed new facilities. See drawings) BIG-funded docks will be restricted to eligible vessels. Contractor mobilization, bonding and insurance costs requested through the BIG program were reduced by the percentage of linear feet of dockage in the existing marina that are long-term lease slip holders that may utilize the new floating restrooms.
- Transient Dockage – The development docks that will be designed for and dedicated to hosting transient boaters are highlighted in blue in the attached Figure 3. Dock and piling costs were prorated at 90% of the total to be conservative and account for the occasional transient boater that stays for more than a month during the season.
- Transient Dockage Utilities – The transient dockage will include electrical service and potable water dockside. Because this dockage is designed to be extremely flexible and accommodate transient boats year round, utilities will be supplied to serve smaller vessels equipped for single-phase electrical service and larger yachts requiring 3-phase power. Utilities were also prorated to 90% of the total cost.
- ADA Gangway – The proposed 80ft long by 6ft ADA gangway will make the entire gangway accessible. The new gangway will also provide access the existing attenuator (existing docks are yellow on Figure 3) so the cost of this gangway was prorated. While the attenuator is used almost exclusively for transient vessels, the proration was made to cover any disabled boaters that will have a long-term lease and be moved to the attenuator and the occasional transient boaters that stay for more than a month in the season.
- Floating Restrooms – The proposed new floating restrooms (9 suites containing a sink, toilet and shower) will also primarily serve transient boaters 26ft and longer but it is anticipated that as much as 700 linear feet of long-term boater slippage in the existing marina will also prefer these facilities as they will be closer than the existing facilities. The restrooms were therefore prorated by the percentage of the total linear feet of slippage that will serve transient boaters.

- Soft costs such as design, permitting, engineering, and construction administration were estimated as 6% of eligible BIG Program costs based upon ATM's experience with similar project and industry standards.

The local matching funds for the eligible costs will be provided by **The City of Fernandina Beach (Mr Dale Martin, City Manager)**.

The total proposed local match is **\$1,585,695** and equates to **51.4%** of the overall BIG-eligible project cost estimate. The requested Federal cost share is **\$1,500,000** or **48.6%** of the overall BIG-eligible project cost.

BUDGET NARRATIVE

The following is a description of the proposed budget/cost estimate line items for the expansion of the Fernandina Harbor Marina as presented in the application for funding in Exhibit A. These costs represent the portion of this project that will be available to qualifying transient boaters and prorates the costs for facilities shared with long-term lease slip-holder or longer term transient boaters (e.g., the floating restrooms).

Cost Estimate

1. Contractor Mobilization, Bonding, and Insurance – This line item and cost is presented to address likely project costs associated with mobilization of a marine contractor to the subject site, associated bonding (i.e. performance and payment bond costs), and contractor insurance (i.e. general liability, worker's compensation, vehicular insurance, Jones Act/USL&H, etc.). The amount shown is consistent with ATM's substantial experience with recreational marina construction in the Southeast US and with projects of this scale. \$500,000 is budgeted for this cost.

The amount shown for this line item has been prorated at 75%. Eligible for this grant is \$375,000.

2. Floating Attenuator, heavy-duty – The Amelia River fetch to the NW is extensive and the marina is exposed to fairly large wind waves during storms and requires a floating attenuator to protect the slips inside. The proposed attenuator is an extension of the marina's existing structure. This item is expected to cost approximately \$1.15M. This estimate is based on recent ATM project cost experience and a preliminary estimate provided by the dock manufacturer requested for the purposes of this grant.

The line item was prorated 90% to account for the occasional transient vessels that stay for an extended period during the season. Eligible for this grant is \$1,031,625.

3. Floating Docks, internal – As previously stated, 90% of the available dockage in the proposed expansion will be dedicated for use only by eligible vessels. The docks consist of an extension of existing side-tie floating concrete docks with concrete anchor piling. As these docks are an extension, new gangways and gangway landing platforms are not needed.

The cost for these docks is listed at \$120 per square foot which is consistent with ATM's experience on similar floating dock projects and an estimate provided by the manufacturer for this project. The areas are highlighted in blue on Figure 3 represent grant-eligible floating stock. Most manufacturers of floating docks design their products for a 25-year useful life. The line item was prorated 90% to account for the occasional transient vessels that stay for an extended period during the season. Eligible for this grant is \$884,088.

4. Gangways, ADA Compliant – The marina will be accessed via a single ADA-compliant gangway. The estimated cost of this gangway (from recent ATM experience with similar projects) (\$40,000) was prorated at 75% because the gangway will also serve to make the entire existing and proposed extension of the floating attenuator accessible. While the attenuator is used almost exclusively for eligible transient vessels, it is not restricted to these vessels. Additionally, any disabled long-term lease boaters will likely be relocated to the attenuator because it is accessible. Eligible for this grant is therefore \$30,000. Gangways are typically very durable pre-manufactured components constructed of marine grade aluminum and should last for the at least the design life of the docks (25 years) or longer with normal maintenance.
5. Utilities – Shore Power and Potable Water for Standard Slips – Utility service will be provided to transient vessels throughout the proposed transient dockage areas. ATM has assumed that 32 standard pedestals will be required to berth transient vessels under 80 ft in length. The cost for each powered slip includes associated wiring, piping, conduit, power pedestal, receptacles, breakers, etc. This is consistent with ATM’s experience in the recreational marina construction industry and a contractor’s estimate for this project. The utilities cost for standard-sized vessels (<80 ft) that is grant-eligible is \$216,000. The utilities components are estimated to have a useful life of 25 years under normal maintenance and repair.
6. Utilities – Shore Power and Potable Water for Megayacht Slips – Megayachts have special and substantial needs with regard to provision of adequate shore power and potable water. ATM has been at the forefront of megayacht marina facility design worldwide since 2003. We have assumed service for 5 megayachts on the floating attenuator to accommodate transient vessels 80 ft and longer. Costs for these utilities, including 480V power feeders, on-dock substations, piping, and pedestals (with receptacles) is shown and consistent with ATM’s experience in this specialized field and an estimate provided by the contractor. The total cost shown for this grant-eligible line item is \$250,000.
7. Floating Restrooms – The proposed expansion includes floating restroom facilities with up to 9 “suite” style unisex facilities each having a sink, toilet and shower. It is expected that a small portion of the marina’s longer term tenants will find this facility location more convenient than the existing on-shore facilities so this item was prorated to 84% eligible. The grant eligible cost is therefore estimated to be \$124,320.
8. Project Soft Costs – These are costs such as permitting, engineering, testing, design, and construction phase services which will apply to the marina development project. We show these at 6% of the eligible BIG project costs which is consistent with our experience in the industry and level of familiarity with this project. This prorated cost is budgeted at \$174,662.

The total required funds required for the BIG-eligible portion of the project are shown at \$3.09M. We respectfully request a federal cost share of 48.6% or \$1.5M. The non-federal match provided by the project partners will be \$1.59M or 51.4% of the total estimated project costs.

Program Income

It is estimated that the proposed grant funded improvements will have a useful life of at least 25 years with regular maintenance. We have estimated that the expansion will allow the marina to capture an additional 1,600 boat nights with an average of 44 ft per boat or 70,400 LF of leased space. At the current rate (\$2.00/LF/night), revenue potential will be approximately \$140,800 per year. The most recent industry study of financial benchmarks conducted (The 2000 Financial & Operational Benchmark Study for Marina Operators, IMI) indicates that marinas in the SE United States of an operating expense ratio of 47.7% indicating that operating expenses for the proposed new transient docks will be approximately \$67,162 annually for an estimated net annual operating income of \$73,638 per year or **\$1,840,960** over the project useful life. In reality, this number would likely be somewhat higher over the 25-yr horizon as occupancy and boater demand for facilities could rise over the project period.

RANKING CRITERIA DISCUSSION

Criteria A – Meet a Documented Need, Improve Eligible Boater Access, and Demonstrate Cost Efficiency

(1) Will the proposed boating infrastructure meet a need for more or improved facilities?

The construction of expanded transient boating facilities at Fernandina Harbor Marina will provide an additional 1,872 LF of transient vessel dockage for vessels 26 ft and larger and include state-of-the-art dockside utilities, and ADA gangway, and floating restroom facilities to serve these vessels. The vast majority of transient vessels transiting the Atlantic Intracoastal Waterway pass the Fernandina Harbor Marina on their twice annual cruise. This is the first (or last) full-service marina stop in the state of Florida and is the site of Florida's Marine Welcome Center. Fernandina Beach and Amelia Island are popular tourist destinations with boaters and non-boaters alike. The City's marina is well placed at the foot of the redeveloped downtown area and is the marina of choice for transient boaters. The other two facilities on the island are primarily for local residents and have very limited transient accommodation. It is estimated that the Fernandina Harbor Marina turns away approximately 1,600 boat nights per year. Capturing these additional boats would provide enough benefits to the City of Fernandina Beach and the various local businesses that serve them. This would also accrue benefits to the boaters themselves as they would enjoy improved docking facilities, utilities, new convenient restrooms and showers, and improved access to the nearby shops and dining opportunities. The City believes that if the facilities were state-of-the-art and available, that nearly all of the boaters making the annual trek south in the fall from the NE to Florida and then travel back in the spring will make a stop at Amelia Island for at least one night and more often more than one night.

(2) Will eligible users receive benefits from the proposed boating infrastructure that justify the cost of the project?

The proposed BIG improvements described will substantially improve the available transient dockage for Amelia Island. Specifically, the improvement will develop nearly 2,000 linear feet of side-tie berthing or accommodation for up to 43 transient vessels (40ft average). In actuality, the side-tie dockage is extremely flexible for transient vessels as it will accommodate vessels of various sizes over 26 ft to 200 ft or more. Because the proposal is for the expansion of an existing facility in self-maintaining deep water, the vast majority of the cost is associated with dockage and utilities serving the dockage. This means that majority of the costs is for providing mooring space for transient vessels.

The facility will be constructed in a meso-tidal region with a tide range that often exceeds 2m, has high currents, and frequent tropical cyclone activity. Additionally, the outer most dock will serve as attenuator to protect the inner docks from wind waves from frequent storms from the NW making it a harbor of safe refuge during these events. These factors together with the need to design for storm surge and sea level rise also add to the cost for providing suitable safe and attractive transient dockage for Fernandina.

(3) Will the proposed boating infrastructure accommodate boater access to significant destinations and services that support transient boater travel?

The Fernandina Harbor Marina is located on the Atlantic Intracoastal Waterway (AIWW). According to the most recent estimate, approximately 13,000 recreational boaters transit the AIWW annually. Most

of these transits are seasonal. In the fall, boaters typically travel south along the waterway toward Florida to avoid colder weather in the Northeast US in the winter. These boats return north in the spring as the oppressive summer heat descends upon the Deep South. Seasonal migrations are also typical for megayachts (especially charter vessels). American-owned megayachts head south in the fall to the service yards in Georgia and Florida before heading to their cruising grounds in the Caribbean by Christmas. In the spring, these vessels head to the NE United States for summer cruising grounds in Maine.

As mentioned previously, the Fernandina Beach / Amelia Island, Florida area is an exceptionally popular tourist destination attracting over 500,000 tourists annually. This is the result of region's rich history, entertainment opportunities, and variety of outstanding tourism opportunities including 13 miles of white sand beaches. Visiting boaters can also enjoy golf, upscale island resorts and spas, and an array of bed & breakfast opportunities in historic homes. Amelia Island is also home to two important historic districts on the National Register of Historic Places. The National Trust for Historic Preservation named Fernandina Beach on the "12 top vacation destinations in the United States for historic preservation".

Fernandina Beach is also popular for its numerous events and other activities that occur almost every weekend of the year. Extremely popular with island guests and transient boaters is the annual Isle of Eight Flags Shrimp Festival, which occurs in April/May at the marina property. The festival is known for its food, boat parade, Miss Shrimp Festival contest, and Pirate Parade.

The development of the marina will provide access to a number of significant resources and historic sites. Figure 4 provides the locations for a selection of these attractions and resources. The marina is well situated at the foot of Centre Street for transient boater access to the Downtown Historic District sites. The historic downtown area was also redeveloped in the 1980s and is extremely popular with visitors for its numerous shops and food and beverage opportunities. These opportunities include, but are not limited to:

- **Old Town Historic District** – This district is the site of the original Town of Fernandina, which was the last town platted by Spain in North America. It was established in 1811 and named for King Ferdinand VII of Spain. The area maintains the 1811 plat and recently (2011) celebrated its 200th anniversary.
- **Downtown Historic District** – David Yulee constructed a railroad that connected Cedar Key (on Florida's Gulf coast with Amelia Island. In order to accommodate the railroad, the location of the town was shifted from the Old Town location further south to its present location. The structures in this district include many important buildings from this period of Fernandina's history in the late 19th and early 20th centuries. The Fernandina Beach Historic District was included on the National Register of Historic Places in July 1973 and it was expanded in 1987. The District is approximately 2,470 acres and contains 450 ornate structures built before 1927.
- **Amelia Island Lighthouse (1838)** – This lighthouse is the oldest existing lighthouse in the state of Florida. The structure is located near the north end of Amelia Island and marks the St Marys Inlet

where the St Mary's River drains into the Atlantic Ocean. Boaters can access the Amelia River (Atlantic Intracoastal Waterway) and the marina through this deep water entrance.

- **Bailey House (1895)** – The Bailey House is a Victorian Queen Ann style structure designed by architect George Barber and built in approximately 1895. It is a 2 and a half story frame building with clapboarding, shingle gables, polygonal corner towers, and a wraparound porch. It is considered to be one of finest Victorian homes in the city and is located about seven blocks from the marina. It is one of a dozen homes designed by George Barber listed on the National Register of Historic Places (placed in June 1973).
- **Fairbanks House (1885)** – The Fairbanks House was placed on the National Register of Historic Places in June 1973. It was built for George Rainsford Fairbanks by architect RS Schuyler. The 8,000 square foot Italianate villa is currently operated as a bed and breakfast.
- **Fort Clinch** – Fort Clinch is located near the northern most point of Amelia Island in the 1,100 acre Fort Clinch State Park. The park is popular with tourists not only for the 19th century fort but also for its beaches, sand dunes, maritime forest and tidal marshlands. The fort was built in 1847 after the Second Seminole War and named to honor Duncan Lamont Clinch, an important figure in both Seminole Wars. The fort also served as a base of Union operations throughout the American Civil War after its capture in 1862. Visitors to the park also enjoy pier fishing, sunbathing, hiking, surf fishing, camping, birding, picnicking, swimming, bicycling, wildlife viewing (including alligators, deer, manatee and dolphin) and shelling. Park personnel reenact military life at the fort. The park also includes a visitor information center, 1/2 mile pier, showers and restrooms, a six-mile (10 km) hiking trail, and two campgrounds. The park also offers primitive camping and youth camping. The park is also a gateway site for the Great Florida Birding Trail.
- **Merrick-Simmons House (ca. 1860)** – After to Union army occupation of Fernandina in 1862, this house was used as a hospital for Union troops. Chloe Merrick purchased the property in June 1863 in a tax sale of abandoned Confederate properties. Merrick moved to Fernandina from Syracuse, New York and served as the agent for the National Freedman's Relief Association of New York. She helped establish a Freedman's School in Fernandina's Episcopal Church where she taught freed slaves. After the war, Merrick married Harrison Reed, who was Governor of Florida from 1869 to 1873. The house was placed on the National Register of Historic Places in 1983.
- **Nassau County Jail (1938)** – The Nassau County Jail is a Moderne structure that was placed on the Register (2009) for its architecture and engineering and currently houses the Amelia Island Museum of History.
- **John Denham Palmer House (1891)** – This historic home is a Colonial Revival structure by architects Henry and John Mann and now houses the Oxley-Heard Funeral Home. It is located at 1305 Atlantic Avenue and was added to the National Register in 1986.
- **Tabby House (1885)** – The Tabby House is located at 27 South 7th Street in Fernandina Beach and is also a design of architect RS Schuyler. This Late Victorian structure is 2 and a half stories with a 2-story veranda with carved posts and brackets. It is unusual in that it was built from bricks made of concrete and local shells. It was placed on the Register in June 1973.
- **Palace Saloon (1878/1903)** – Less than a block from the marina on Centre Street is the Palace Saloon, "Florida's oldest continuously operated drinking establishment". The Prescott Building dates from 1878 and was originally constructed as a haberdashery. It was purchased in 1903 by Louis G Hirth and converted to a bar. Hirth's friend Adolphus Bush, founder of Anheuser-Bush assisted with the

design of the elegant bar. The bar still features inlaid mosaic floors, embossed tin ceilings, hand-carved mahogany caryatids (undraped female fixtures), a 40-foot bar lit with gas lamps, and walls painted with six commissioned murals.

- **Florida House Inn (1857)** – The Florida House Inn’s original structure dates to 1857 and was built by David Yulee’s Florida Railroad. It is believed to be Florida’s oldest surviving hotel. It was occupied by Union soldiers during the Civil War and has lodged numerous famous guests including Ulysses S Grant, Laurel & Hardy, Rockefellers and Carnegies. The inn also houses a popular restaurant (Leddy’s Porch) that serves Southern style cuisine and The Mermaid Bar that specialized in Prohibition-era cocktails.

Criteria B – Meet Match Requirements and Demonstrate Partnerships

(1) Will the proposed project include private, local, or State funds greater than the required minimum match?

The City of Fernandina Beach will contribute **51.4%** of the development funds for the BIG-eligible infrastructure, which is greater than the required 25% match. The Florida Inland Navigation District has also contributed \$_____ to the project already in the feasibility stage and we expect them to provide further grant assistance for design, permitting and construction. The total level of their commitment is unknown at this time as the City must await upcoming grant cycles. The City will therefore be responsible for the whole of the match, which may later be assisted by FIND.

(2) Will the proposed project include contributions by private or public partners that contribute to the project objectives?

In addition to the lead state agency, the project includes the City of Fernandina Beach as its partner:

- **The City of Fernandina Beach (Mr Dale Martin, City Manager)** is 100% of the match contributor to the development interest. The City recognizes the importance of the marina, its continued maintenance and need for expansion to provide facilities for more visitors arriving by boat.
- **The Florida Inland Navigation District (FIND)** has already contributed \$_____ in grant funds to the transient marina expansion project for surveys and feasibility studies, etc. It is expected that FIND will contribute additional funds for project engineering and construction, but the grant cycle for this request is not open yet.

Criteria C – Demonstrate Innovation and Environmental Stewardship

(1) Will the proposed project include physical components, technology, or techniques that improve eligible user access?

The development including the work to allow transient boaters improved access to historic Amelia Island will provide visiting boaters safe mooring areas on the river and is the only true transient marina facility for Amelia Island. State of the art floating concrete docking systems, premium marina utilities and boater amenities, deep water access and a prime location on will lure many transient boaters with immediate access to nearby shopping, entertainment, events, outdoor activities and historic sites as well as the larger island-wide attractions: golf, beaches, more historic sites, and cultural opportunities. No other docking facilities in the historic area can boast the comprehensive level and/or quality of these offerings.

BIG funding is critical to help achieve the development team’s vision to capture transient traffic and expand this marina destination. This funding will enable Fernandina Beach to provide an Americans with Disabilities Act access gangway to the floating attenuator (the marina’s widest and stoutest floating dock platform). Once expanded, the attenuator will provide deep-water side-tie mooring for a range of transient boater vessels sizes from 26 ft to 200 ft and larger. The funding will also permit the use of state-of-the-art concrete docks that have high freeboard and are stable and safe during frequent storm events. Of technological significance will also be the addition of the floating restrooms and showers centrally located for transient boater use. These facilities will have plumbing and power integrated into the dock system and will be designed to ensure that no discharges occur to the river and all waste is pumped to the municipal system.

(2) Will the proposed project include innovative physical components, technology, or techniques that improve the BIG-funded project?

The marina layout is designed to work with the tidal river environment. Vessels will be side-tied to long stable floating concrete main piers bow and stern to the currents. These state-of-the-art docks have extremely long service lives in the harsh subtropical marine environment. The arrangement also makes use of the naturally deep and self-maintaining water on the river bend precluding the need for frequent maintenance dredging. Aligning the docks and vessels with the current also improves navigation and reduces vessel and current loading on the docks reducing maintenance and extending the service life.

The marina components included in this BIG application represent an exceptional, forward-thinking approach to facility offerings and improvement. Concrete floating docks are often more expensive up-front but have the benefit of reduced maintenance costs and longer service lives than timber or aluminum framed systems. As stated earlier, the addition of the floating restrooms, long ADA gangway and state-of-the-art utilities will all serve to improve the transient boater experience. Clean, well-designed and conveniently placed restrooms encourage boaters to use the marina facilities over the heads on their boats, which often have an environmental benefit. While most boaters pump out their holding tanks, pumpout systems are not available everywhere and many boaters still discharge their tanks to the ocean when offshore. Concrete floating dock marinas are also resilient as they are designed to not only survive extreme storm events and high water levels but to do so with minimal or no damage to the system.

(3) Has the facility where the project is located demonstrated a commitment to environmental compliance, sustainability, and stewardship and has an agency or organization officially recognized the facility for its commitment?

Fernandina Harbor Marina is designated as a Clean Marina under Florida’s Clean Marina Program. The state’s website states that “The Florida Clean Marina Program is a voluntary designation program with a proactive approach to environmental stewardship. Participants receive assistance in implementing Best Management Practices through on-site and distance technical assistance, mentoring by other Clean Marinas and continuing education. To become designated as a Clean Marina, facilities must implement a set of environmental measures designed to protect Florida’s waterways. These measures address critical environmental issues such as sensitive habitat, waste management, stormwater control, spill prevention and emergency preparedness. Designated facilities and those facilities seeking designation

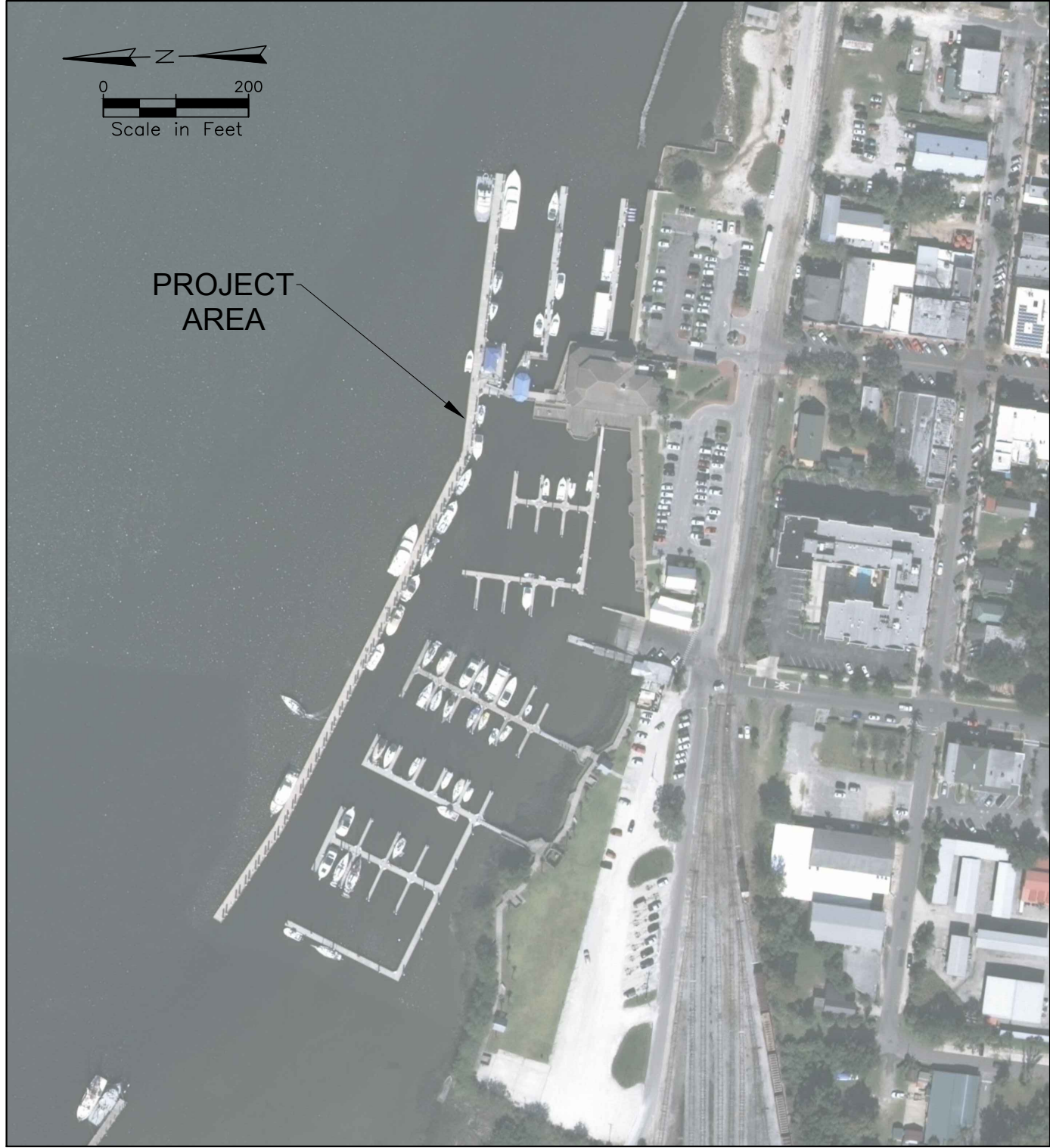
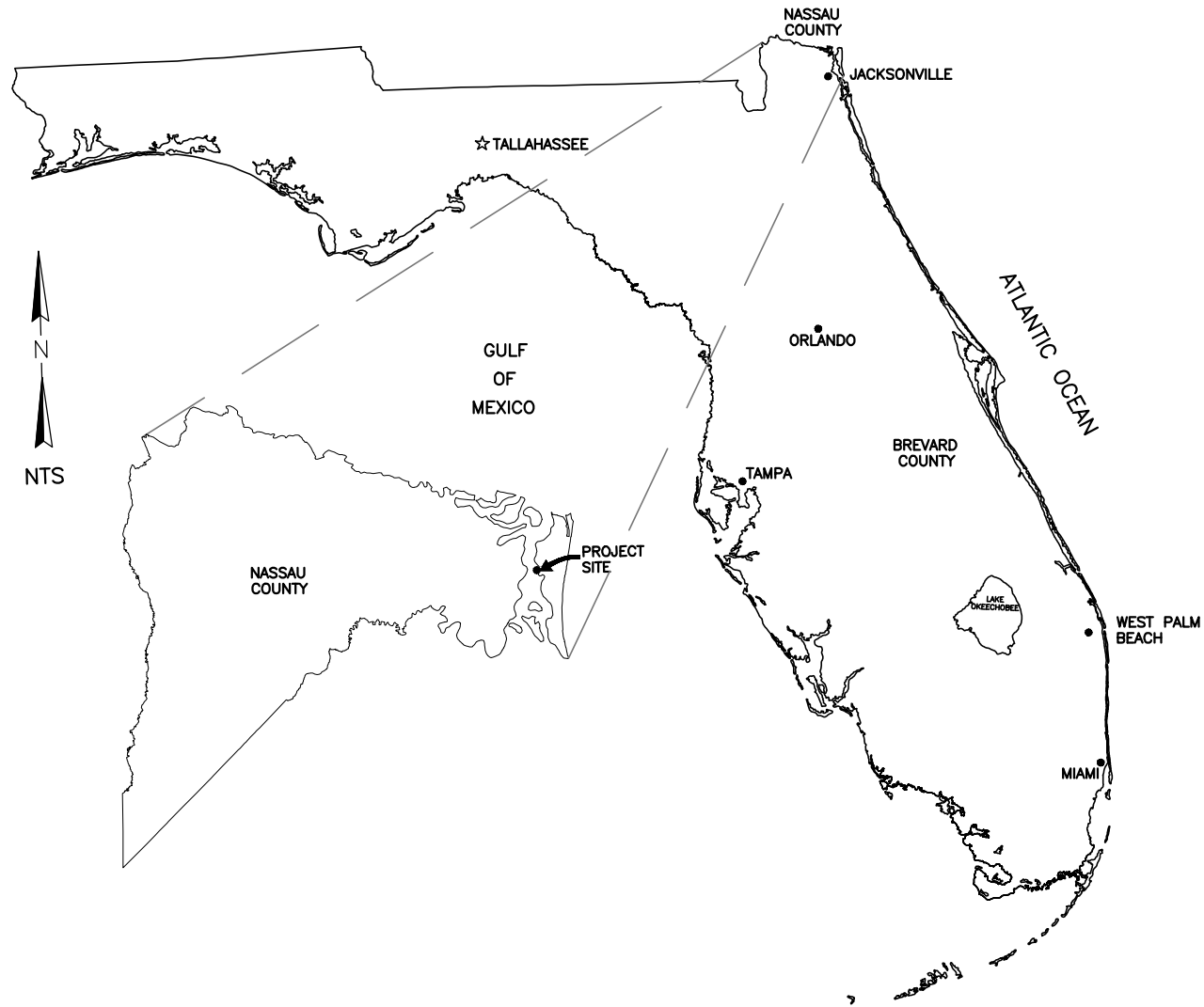
receive ongoing technical support from the Florida Clean Marina Program and the Clean Boating Partnership.”

The facility is also designated under the state’s Clean Boater Program. “The Florida Clean Boater Program seeks to educate boaters on the importance of protecting the state’s waterways by adopting environmentally friendly practices, including proper trash management, using bilge socks and fueling collars, and practicing good recycling habits. Boaters are encouraged to take the Clean Boater Pledge and educate other boaters on the importance of protecting the environment they enjoy. By adopting pollution prevention measures, Florida Clean Boaters can take satisfaction in knowing they are doing their part in keeping Florida waterways clean and preserving our waterways for the future.”

DRAWINGS/MAPS/PHOTOGRAPHS

- Figure 1 – Project Location Map
- Figure 2 – Existing Conditions
- Figure 3 – Proposed Improvements Plan
- Figure 4 – Attraction Location Map
- Figure 5 – NOAA Chart 11489 with Project Location
- Amelia Island Area Photographs

FIGURE 1 – PROJECT LOCATION MAP



City of Fernandina Beach - Fenandina Harbor Marina
Figure 1 - Location Map

FIGURE 2 – EXISTING CONDITIONS

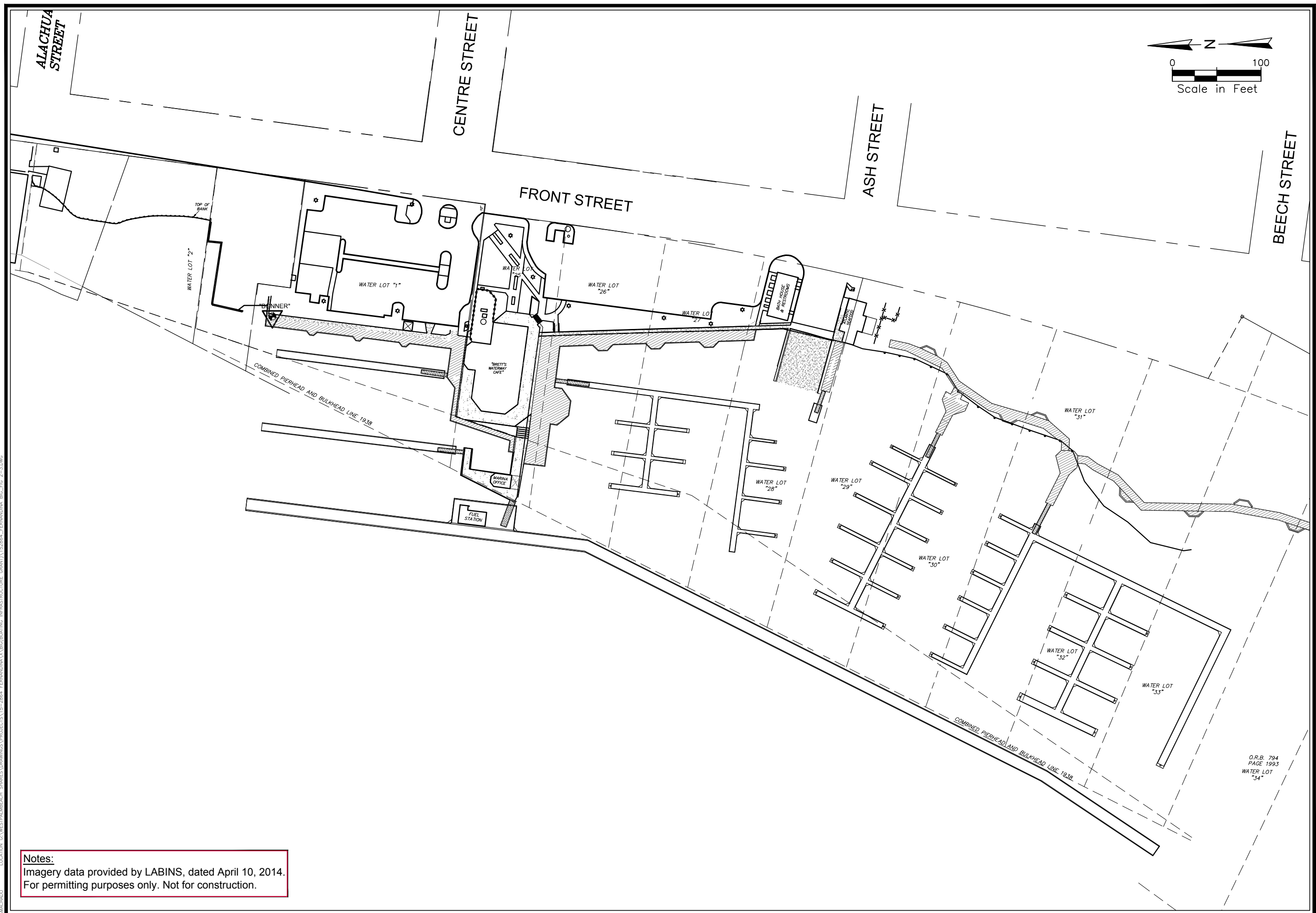


FIGURE 3 – PROPOSED IMPROVEMENTS PLAN

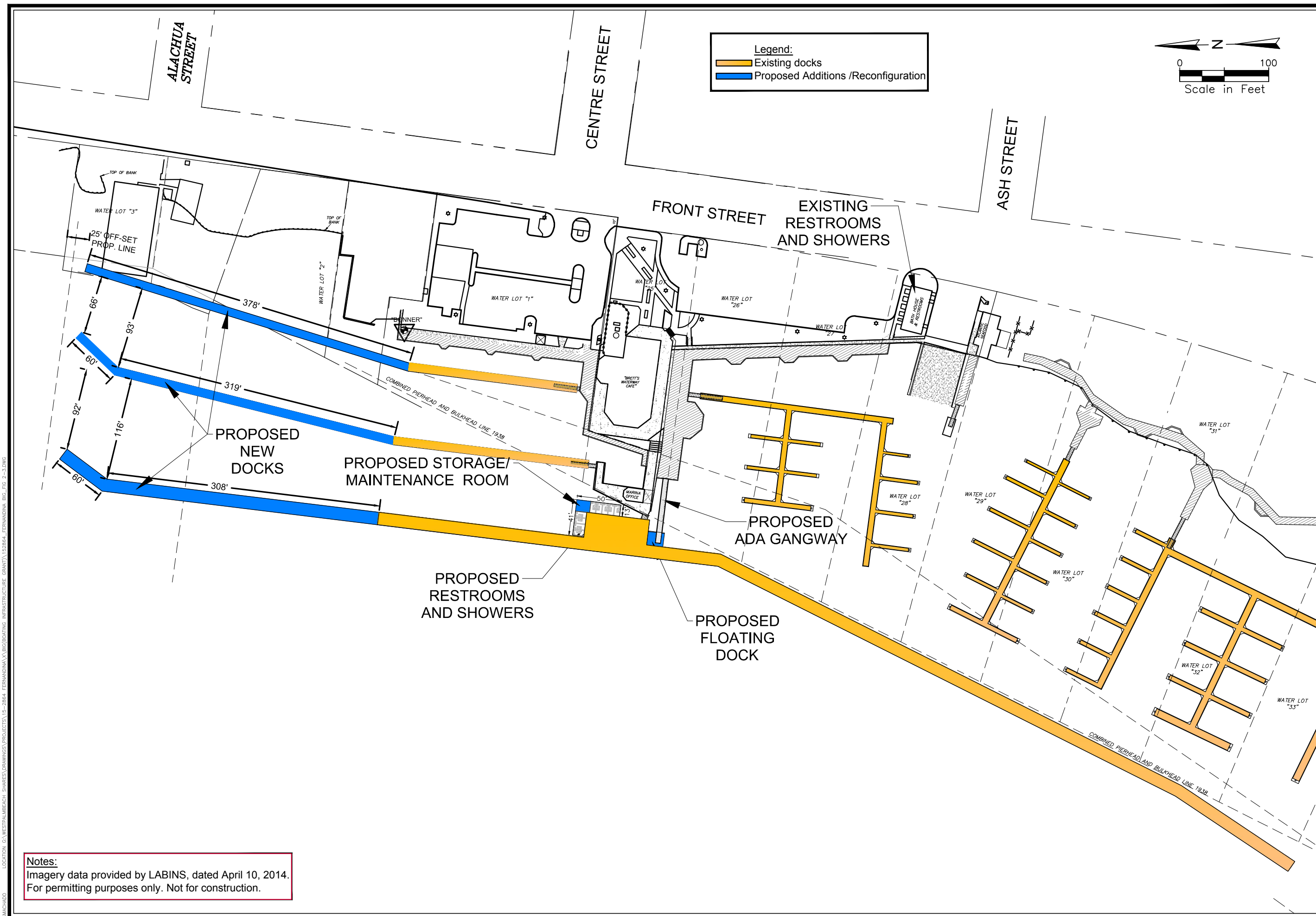
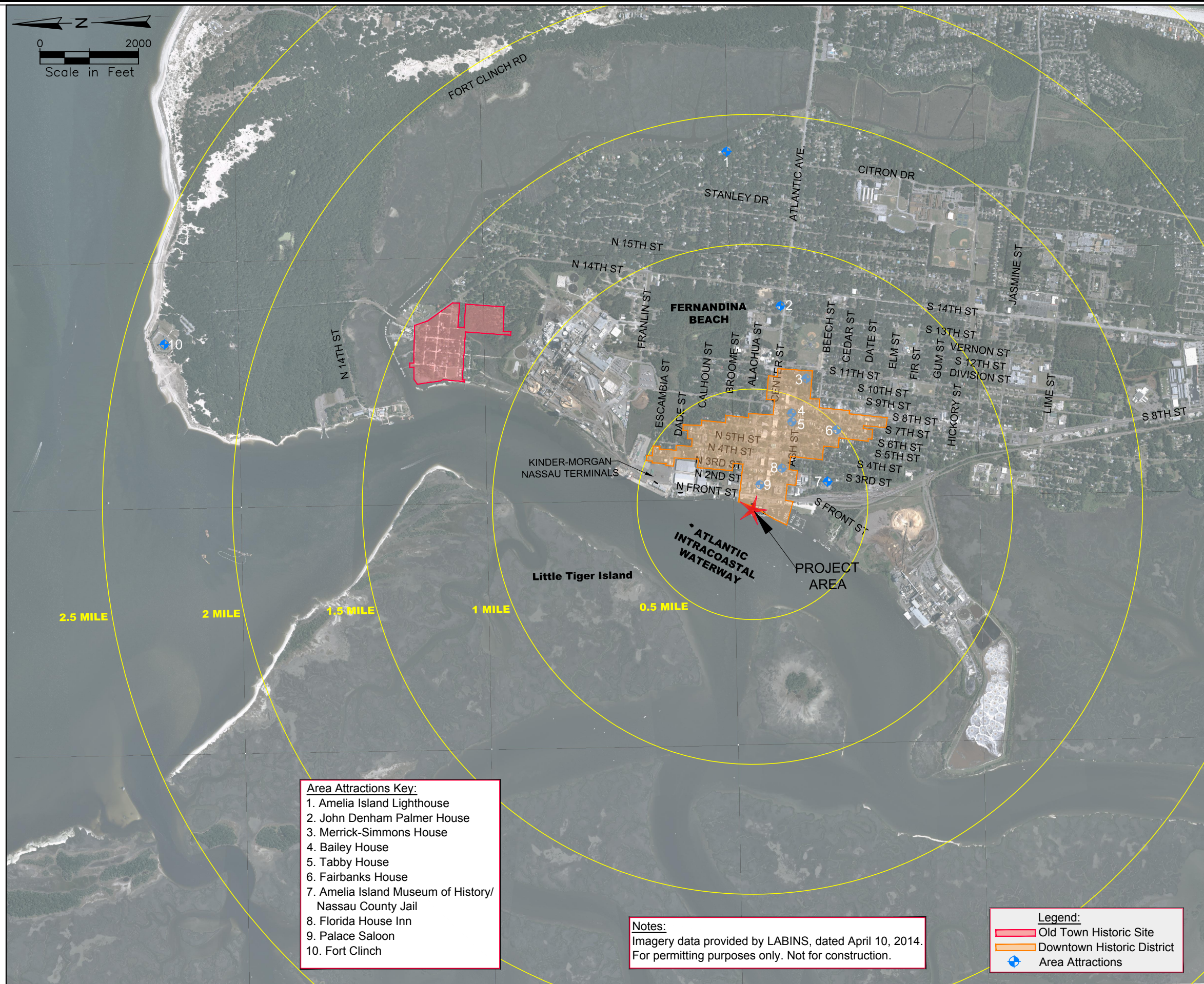
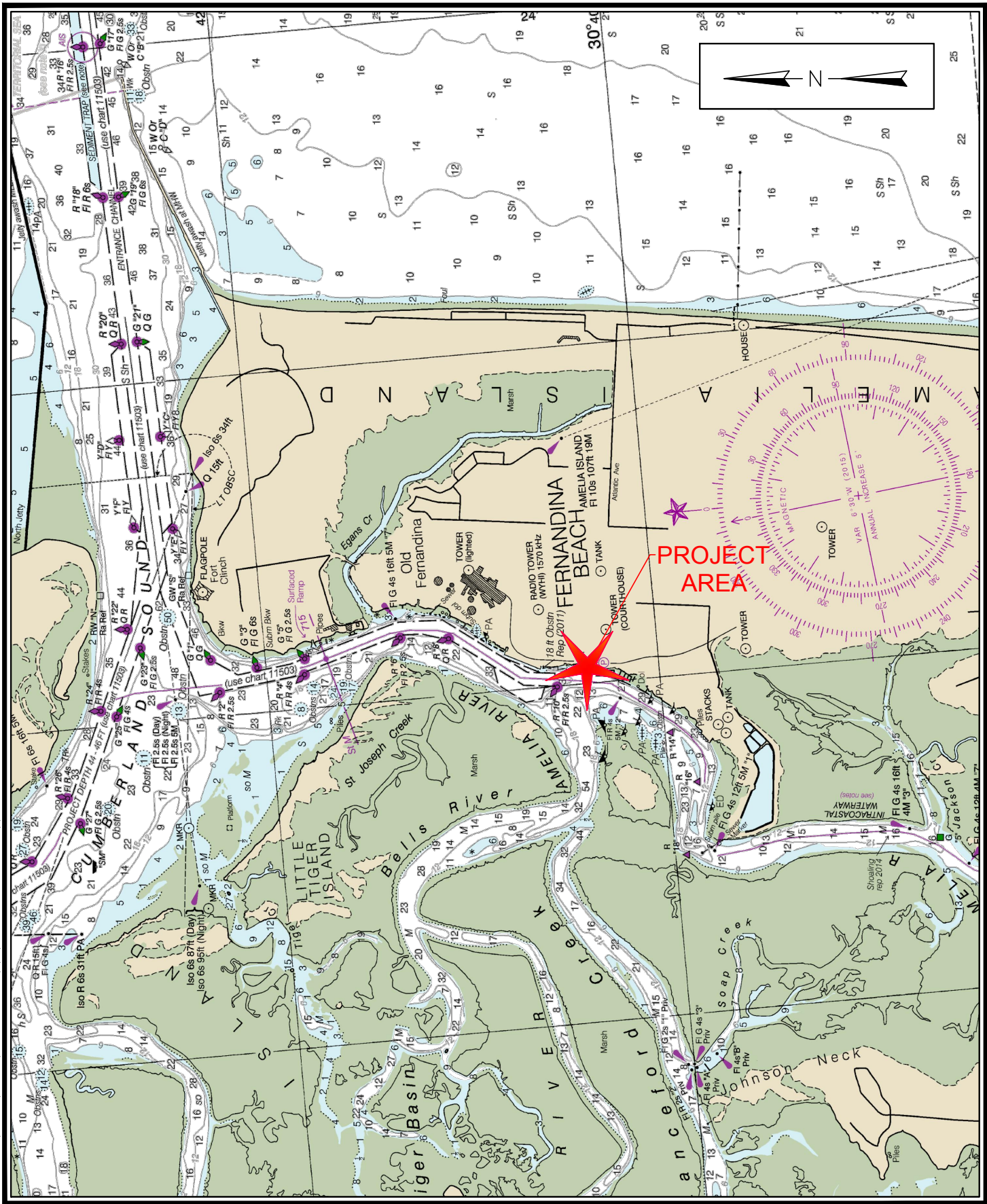


FIGURE 4 – ATTRACTION LOCATION MAP



City of Fernandina Beach - Fenandina Harbor Marina
Figure 4 - Area Attractions

FIGURE 5 – PROJECT LOCATION ON NAVIGATION CHART



APPENDIX A – AMELIA ISLAND PHOTOGRAPHS



Captain's House at Plaza San Carlos (Old Town)



Amelia Island Lighthouse

by Judson McCranie



Bailey House (ca. 1895)

by Judson McCranie



Fairbanks House (1885)

by Ebyabe



Fort Clinch State Park

By Ebyabe



Merrick-Simmons House (ca. 1860)

By Ebyabe



Nassau County Jail (1938) / Amelia Island Museum of History
by Ebyabe



John Denham Palmer House (1891)
By Ebyabe



Tabby House (1885)
by Judson McCranie



Public Beach Access



Palace Saloon (operating since 1903)



Bloody Point Lighthouse

SUPPORTING DOCUMENTS

- Exhibit A – Project Cost Estimate and Funding Summary

EXHIBIT A – PROJECT COSTS AND FUNDING SUMMARY

Fernandina Harbor Marina Expansion

Project Cost Estimate and Funding Summary

Estimate of Probable Costs
Build-out Plan

Transient Marina Components

ITEM	QUANTITY	UNIT	UNIT COST	BASE COST	% for Transient Use	ELIGIBLE COST
Contractor Mobilization, Bonding & Insurance	1	LS	\$500,000	\$500,000	75%	\$375,000
Floating Attenuator, heavy-duty	4,585	SF	\$250	\$1,146,250	90%	\$1,031,625
Floating Docks, internal	8,186	SF	\$120	\$982,320	90%	\$884,088
Gangways - ADA Compliant	1	EA	\$40,000	\$40,000	75%	\$30,000
Utilities - power & water, standard slip	32	EA	\$7,500	\$240,000	90%	\$216,000
Utilities - power & water, megayacht pedestals	5	EA	\$50,000	\$250,000	100%	\$250,000
Floating Restrooms	925	SF	\$160	\$148,000	84%	\$124,320
Subtotal				\$3,306,570		\$2,911,033
Soft Costs (Permitting, Engineering, Design, Construction Admin)			6%	\$198,394		\$174,662
Construction Total				\$3,504,964		\$3,085,695

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2017-106
Authorizing the City Attorney to Defend the City in Certain Litigation - Dr. Ronald
"Chip" Ross

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-106

SYNOPSIS: Section 31 of the City Charter requires that the prosecution and defense of litigation involving the City, by the City Attorney, be authorized by the City Commission. This Resolution authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of if necessary, and defend the City in the matter of Ronald "Chip" Ross v. City of Fernandina Beach, a case before the State of Florida Division of Administrative Hearings.

On June 13, 2017, Chip Ross filed a petition pursuant to Section 163.3187, Fla. Stats. This petition alleges that the Future Land Use Map amendments (Comprehensive Plan amendments) for properties on Broome and 2nd Streets from Industrial to Central Business District are not compliant with state law.

FISCAL IMPACT: The City carries general liability insurance and will pay a \$5,000 deductible to have the insurance company (PGIT) provide defense for the City. The \$5,000 deductible will be paid from the Deposit Account for Property Casualty Premiums Account # 631 22631.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-106.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date:06/29/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31 of the City Charter requires that the prosecution and defense of litigation involving the City, by the City Attorney, be first authorized by the City Commission; and

WHEREAS, certain issues now face the City of Fernandina Beach, Florida, which require resolution in the Courts or administrative agencies of this State.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, THAT:

SECTION 1. The City Commission hereby authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of, if necessary, and defend the City of Fernandina Beach in the matter of Ronald "Chip" Ross v. City of Fernandina Beach, Case No.: 2017-003286GM, State of Florida before the Division of Administrative Hearings.

SECTION 2. This Resolution shall take effect immediately upon passage.

ADOPTED this 5th day of July, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Caroline Best
City Clerk



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution
Rejection of Responses - RFQ # 17-01

2017-107

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-107

SYNOPSIS:

In February 2017, the City solicited qualifications for a consulting firm on the City of Fernandina Beach's website, Onvia DemandStar's website, and in the Fernandina Beach Newsleader newspaper in accordance with City Purchasing Policies and Procedures. Twelve (12) responses were received and opened on March 1, 2017. The responses were subsequently reviewed by the Waterfront Consultant Evaluation Committee. Based upon the firms' qualifications, the Waterfront Consultant Evaluation Committee recommended the following firms: TSW, Dix. Hite + Partners, and GAI Consultants, Inc. The City Commission accepted the recommendation of the Waterfront Evaluation Committee and authorized the City Manager and City Attorney to negotiate a professional services agreement with the firms in the order ranked by the City Commission, starting with Dix.Hite + Partners. The City Commission had several public meetings, and individual Commissioners met with Dix.Hite + Partners to formalize a scope of services and terms of a professional services agreement. The City Commission voted to table the scope of services and professional services agreement with Dix.Hite + Partners at its regular public meeting on June 20, 2017.

At this time, it is in the best interest of the City to reject all proposals to RFQ #17-01 for waterfront consultants.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-107.

Dale Martin, City Manager

Tammi Bach, City Attorney

Katie Newton, Legal Assistant

Date:06/29/2017

COMMISSION ACTION: Adopt

RESOLUTION 2017-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REJECTING ALL RESPONSES TO RFQ # 17-01 FOR WATERFRONT CONSULTANTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in February 2017, the City solicited qualifications for a consulting firm on the City of Fernandina Beach's website, Onvia DemandStar's website, and in the Fernandina Beach Newsleader newspaper in accordance with City Purchasing Policies and Procedures; and

WHEREAS, twelve responses were received and opened on March 1, 2017; and

WHEREAS, the responses were subsequently reviewed by the Waterfront Consultant Evaluation Committee; and

WHEREAS, based upon the firms' qualifications, the Waterfront Consultant Evaluation Committee recommended the following firms: TSW, Dix. Hite + Partners, and GAI Consultants, Inc.; and

WHEREAS, the City Commission accepted the recommendation of the Waterfront Evaluation Committee and authorized the City Manager and City Attorney to negotiate a professional services agreement with the firms in the order ranked by the City Commission, starting with Dix.Hite + Partners; and

WHEREAS, the City Commission had several public meetings, and individual Commissioners met with Dix.Hite + Partners to formalize a scope of services and terms of a professional services agreement; and

WHEREAS, the City Commission voted to table the scope of services and professional services agreement with Dix.Hite + Partners at its regular public meeting on June 20, 2017; and

WHEREAS, at this time, it is in the best interest of the City to reject all responses to RFQ #17-01 for waterfront consultants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby rejects all responses to RFQ #17-01 for waterfront consultants and directs the City Manager to inform all twelve firms that submitted responses of the Commission's decision, in writing.

SECTION 2. This Resolution shall be effective immediately upon passage.

ADOPTED this 5th day of July, 2017.

CITY OF FERNANDINA BEACH

Robin C. Lentz
Commissioner – Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance
Code Amendment – Beach Driving Permits

2017-18

ITEM TYPE: Ordinances

REQUESTED ACTION: Enact Ordinance 2017-18 at Second Reading.

SYNOPSIS: There has been some confusion over the years with City issuance of special beach driving permits for emergency vehicles, handicapped persons, certain fishing licenses, and senior citizens. Deciphering which fishing licenses qualify for the special permit has been very difficult for staff to analyze due to changing state laws regarding fishing licenses.

The City Commission directed the City Attorney to amend Section 90-48 to provide for special permits for driving on the beach south of Sadler Road only for disabled persons with an annual maximum of fifteen permits.

This Ordinance was approved at First Reading by the City Commission on June 6, 2017.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2017-18 at Second Reading.

Dale Martin, City Manager

Tammi Bach, City Attorney

Dale Martin, City Manager

Date:06/29/2017

COMMISSION ACTION: Enact

ORDINANCE 2017-18

AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING ARTICLE II, BEACHES, SECTION 90-48 BY PROVIDING FOR SPECIAL BEACH DRIVING PERMITS FOR DISABLED PERSONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH HEREBY ORDAINS:

SECTION 1. It is proposed that the Code of Ordinances, City of Fernandina Beach, Florida, Article II, Beaches, Section 90-48 is hereby amended to read as follows:

Sec. 90-48. - Traffic regulations; speed limit.

(a) It shall be unlawful for traffic to proceed on the Atlantic Ocean beaches except as follows:

- (1) There shall be no vehicular driving except in those areas designated by the city commission.
- (2) No vehicular traffic shall be permitted except at the designated parking area at the Sadler Road access, and except as permitted in subsection (a)(4) and (a)(5) of this section.
- (3) There shall be a designated parking area for vehicular traffic that shall extend from the north line of the Sadler Road access to a point 600 feet south of the south line of the Sadler Road access along the Atlantic Ocean beach. This area may be changed, based upon demand, by action of the city commission; provided, however, that such areas may not be enlarged without a prior study and determination of a demonstrated need for such expanded or enlarged area.
- (4) The city commission may, by resolution, authorize an individual special permission to operate a vehicle on the Atlantic Ocean beach in areas not otherwise authorized to traffic. This permit shall be granted under consideration of hardship and shall be limited to the purpose stated in the resolution.
- (5) Certain vehicles permitted; issuance of permits.
 - a. In addition to the above, there shall be permitted two-way driving south of the Sadler Beach parking area only for:
 1. ~~Emergency and maintenance vehicles.~~
 2. ~~Sailboat launching.~~
 3. ~~Licensed fishermen, saltwater products licenses and seine licenses.~~

~~4.1. Handicapped persons. On a first come, first serve basis,~~
disabled persons with a valid disabled person parking permit
issued pursuant to Section 320.0848, Fla. Stats. Each disabled
person eligible to receive a beach-driving permit hereunder
shall be a City resident and is solely responsible for providing
proof of successful completion of beach driving training. The
City has information and options available for completing such
beach driving training.

2. Only automobiles and trucks, as defined by Section 320.01,
Fla. Stats., are permitted to be driven on City beaches with a
valid permit issued by the City pursuant to subsection 5(a)(1)
above.

~~5. Senior citizens, 65 years of age or older.~~

b. It is the intent of this subsection (a)(5) to permit restricted beach
vehicular driving to accommodate disabled persons ~~the beach-related~~
~~activities herein stated~~, and shall not be construed in any manner
to authorize or permit unrestricted beach driving or cruising. The
number of permits to be issued pursuant to this subsection shall be
limited to no more than 15 such permits per year, and such permits
shall each expire on September 30th each year ~~one year after the date~~
~~of issuance~~. The city manager shall promptly advise the city
commission whenever the number of such permits outstanding equals
15.

(6) Upon presentation of proper identification, annual permits authorized by
subsection (a)(5) of this section shall be issued at city hall. ~~at a fee of \$25.00.~~
The fee for ~~handicapped and senior citizens~~ disabled persons shall be waived.

(7) Any permit holder determined to have violated any of the provisions of this
section shall be subject to having his/her permit revoked upon written notice
and hearing before the city manager on the same.

(b) It is unlawful to exceed the vehicular speed limit of 15 miles per hour, or to operate a
vehicle in a careless or reckless manner on the Atlantic Ocean beaches. By
resolution, the speed limit may be reduced upon determination of the city police
department or the proper authorities.

SECTION 2. Severability. In the event that any word, phrase, clause, sentence or
paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall
not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 3. Effective Date. This Ordinance shall take effect immediately upon its final passage and adoption.

ADOPTED this 5th day of July, 2017.

CITY OF FERNANDINA BEACH, FL

Robin C. Lentz
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

June 21, 2017
Newsheader Edition

SCANNED
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**NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, July 5, 2017, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2017-18

AN ORDINANCE OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING ARTICLE II, BEACHES, SECTION 90-48 BY PROVIDING FOR SPECIAL BEACH DRIVING PERMITS FOR DISABLED PERSONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/ COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday, (904) 310-3115.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board
Planning Advisory Board

Appointment

ITEM TYPE: Board Appointments

REQUESTED ACTION: Approve appointment

SYNOPSIS: On November 15, 2016, the City Commission approved Ordinance 2016-34 amending the Planning Advisory Board Membership. The membership was reconstituted to be made up of five regular voting members with each City Commissioner nominating one member.

Commissioner Tim Poynter nominated Ms. Judith Lane who was subsequently appointed as a regular voting member. Ms. Lane has since resigned from the Planning Advisory Board. Accordingly, Commissioner Tim Poynter would like to nominate Mr. John Boylan to fill the unexpired term ending November, 2017.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Mr. John Boylan to an unexpired term ending November, 2017.

Dale Martin, City Manager

Tammi Bach, City Attorney

Dale Martin, City Manager

Date:06/26/2017

COMMISSION ACTION: Approve

Kim Briley

From: Marshall, D. McCrary
Sent: Tuesday, May 23, 2017 2:32 PM
To: Sylvie McCann; CC Office
Cc: Kelly Gibson
Subject: FW: Resignation from Planning Advisory Board, effective 1 June

FYI. below.

Marshall McCrary, CDD Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3142

CDD: Working Together for a Safer Community

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

-----Original Message-----

From: Judith Lane [<mailto:judithlane@aol.com>]
Sent: Tuesday, May 23, 2017 12:55 PM
To: Kelly Gibson
Cc: Poynter Tim; Marshall, D. McCrary; Tammi Bach
Subject: Resignation from Planning Advisory Board, effective 1 June

Kelly, sadly I am tendering my resignation from the Planning Advisory Board (PAB), effective 1 June. I will be moving out of the area and will no longer be eligible for participation. — Judith

*Emailed Jeff
8/4/16*

Kim Briley

From: noreply@civicplus.com
Sent: Thursday, August 04, 2016 3:06 PM
To: Caroline Best; Kim Briley
Subject: Online Form Submittal: Advisory Board/Committee Application

Advisory Board/Committee Application

This application is intended to provide information that will enable the City Commission to select the most qualified Board/Committee members. Please complete all applicable sections and return the form along with your current résumé to the City Clerk's Office.

City of Fernandina Beach
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3115

Name	John Boylan
Home Mailing Street Address	1596 Park Lane
City	Fernandina Beach
Zip Code	32034
Primary Phone	904-491-7071
Secondary Phone	570-499-6949

Please note that board materials are distributed electronically.

Email to receive board materials	john.boylan@westrock.com
----------------------------------	--

Employer	WestRock
Position Title	Senior Reliability Engineer
Business Address	600 North 8th Street
City	Fernandina Beach
Zip	32034

Planning Advisory Board

Select the board you are applying for:

None

Additional board that you are applying for:

Why are you interested in serving on this Board? Please explain.

I believe my engineering skills and experience will provide expertise and advice to this board and city. I have been a city resident for over 5 years, and plan to continue into retirement, and desire to insure the city and its environment continues to be a desirable place to live.

Eligibility

Are you a resident of the City?

Yes

Length of time:

Field not completed.

Do you hold a public office?

No

Office name:

Field not completed.

Are you employed by the City?

No

Position:

Field not completed.

Are you currently serving on a Board?

No

Board Name:

Field not completed.

Potential Conflict of Interest:

Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Fernandina Beach?

No

Field not completed.

If yes, please provide details:

Major Affiliations:

List community, professional, or other applicable policy-making Boards on which you have served.
Note the length of service and office held (if any):

Fernandina Beach Rotary Club President - 2 years, Boy Scout Eagle Scout Advisor, Taking Stock In Children Mentor, FSCJJ Technical Advisory Board

Qualifications:

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

I believe my engineering skills and experience will provide expertise and advice to this board and city. I spent 25 years as a Process and Engineering Manager for Procter and Gamble, leading major Product and Process Innovations. I continue in a similar role for WestRock as their Senior Reliability Engineer for the past six year.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

High School, BS/A

Other:

Field not completed.

Major areas of study:

BS In Applied Science with a major in Paper Science and Engineering

Florida's Public Records Law, Chapter 119, Florida Statutes, states:

"It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Commission when vacancies occur and are effective for two years from date of completion.

Do you understand the Yes
duties and responsibilities
of the Board/Committee
that you are applying for?

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date August 4, 2016

Applicant's Signature John Boylan

Email not displaying correctly? [View it in your browser.](#)

PLANNING ADVISORY BOARD

PLANNING ADVISORY BOARD				
Meeting: Second Wednesday of every month, 5:00 p.m., City Commission Chambers				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
11/16	Benjamin Morrison Benjamin@cotnerassociates.com <i>Mayor Lentz Appointee</i>	2107 Whitfield Drive	(912) 604-9870	11/2017
11/16	Mark Bennett mark.bennett@wellsfargo.com <i>Vice-Mayor Kreger Appointee</i>	815 S. Fletcher Avenue	491-4778 (H) 491-4912 (W)	11/2018
	VACANT <i>Previously held by Judith Lane Commissioner Poynter Appointee</i>			11/2017
11/16	David Beal david.beal@beal.com <i>Commissioner Smith Appointee</i>	218 Lighthouse Circle	261-4188 (H) 491-1924 (W) (404) 931-4410 (C)	11/2018
11/16	Wayne L. Peterson Pete2305@bellsouth.net <i>Commissioner Miller Appointee</i>	206 South 12 th Street	753-1663	11/2020
12/16	Alternate #1 Donna Lewis 40dlewis@gmail.com	2253 Safe Harbor Lane	432-7323	3 yrs-12/2019
12/16	Alternate #2 Jenny Schaffer jenny@summerhouserealty.com	124 South 5 th Street	557-4739	3 yrs-12/2019
	Linda Morris Nassau County School Board Non-Voting Member linda.morris@nassau.k12.fl.us	1201 Atlantic Avenue	(904) 491-9905	
*Chair **Vice Chair				
Staff Coordinator: Kelly Gibson, Senior Planner City Commission Liaison: Commissioner Smith FINANCIAL DISCLOSURE REQUIRED				

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Enterprise Funds

ITEM TYPE: Discussion items

REQUESTED ACTION:

SYNOPSIS: Commissioner Smith wishes to discuss the City's enterprise funds: Airport, Marina, Golf Course, Water, Wastewater, and Stormwater.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager

Tammi Bach, City Attorney

Dale Martin, City Manager Date:06/29/2017

COMMISSION ACTION:
