



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JUNE 5, 2018
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 Reverend Stanley Palmer of O'Neal Memorial Baptist Church.

4. PROCLAMATIONS / PRESENTATIONS

4.1 **PROCLAMATION - "NATIONAL FLAG DAY" AND "NATIONAL FLAG WEEK" -** *Proclaims June 14, 2018, as "National Flag Day," and the week of June 10-16, 2018, as "National Flag Week." Second Vice Regent of the Amelia Island Chapter Daughters of the American Revolution Ms. Shelia Carlin will be present to accept the Proclamation.*

4.2 **PROCLAMATION - "CODE ENFORCEMENT APPRECIATION WEEK" -** *Proclaims the week of June 4-8, 2018, as "Code Enforcement Appreciation Week." City Code Enforcement staff will be present to accept the Proclamation.*

4.3 **PRESENTATION - HISTORIC DISTRICT COUNCIL -** *Planner II Salvatore Cumella and Historic District Council Chair Mike Harrison will present an overview of the Historic District Council.*

4.4 **PRESENTATION - AFFORDABLE HOUSING CITIZEN COALITION -** *This item is placed on the agenda at the request of Vice Mayor Kreger.*

4.5 **PRESENTATION - ANNUAL AUDIT REPORT -** *Mr. Ryan Tucker and Ms. Barbara Boyd of Purvis Gray and Company will present the Annual Audit Report for the Fiscal Year ending September 30, 2017.*

5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA OR ITEMS ON THE CONSENT AGENDA

6. CONSENT AGENDA

6.1 **BUDGET AMENDMENT - AIRPORT - RESOLUTION 2018-73 APPROVING THE TRANSFER OF FUNDS WITHIN THE AIRPORT FUND IN FISCAL YEAR 2017/2018; AND PROVIDING FOR AN EFFECTIVE DATE.** *Synopsis: Approves the transfer of \$9,850 from the Airport Improvements account to the Airport Health Insurance account.*

- 6.2 **VEHICLE PURCHASE APPROVAL/BUDGET AMENDMENT - POLICE - RESOLUTION 2018-74** APPROVING THE PURCHASE OF TWO VEHICLES FOR TWO FULL-TIME POLICE OFFICER POSITIONS IN FY 2017/2018; APPROVING A BUDGET AMENDMENT OF \$100,000; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of two vehicles for the Police Department. Also approves a budget transfer of \$100,000 from the Police Impact Fee Reserve account to the Police Impact Fee Equipment account.*
- 6.3 **SOLE SOURCE VENDOR APPROVAL - JOHNSTONE SUPPLY - RESOLUTION 2018-75** APPROVING JOHNSTONE SUPPLY AS THE SOLE SOURCE VENDOR FOR PARTS AND RELATED EQUIPMENT FOR HVAC SYSTEMS FOR FY 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Johnstone Supply as a sole source vendor for FY 2017/2018 for HVAC parts and related equipment for the Maintenance Department.*
- 6.4 **AGREEMENT EXTENSION - SYNOVUS BANK - RESOLUTION 2018-76** EXTENDING THE MASTER BANKING SERVICES AGREEMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Extends the Master Banking Services Agreement with Synovus, formerly First Coast Community Bank, a division of Synovus, for one year.*

7. RESOLUTIONS

- 7.1 **AWARD OF RFP #18-02 - PURVIS GRAY & COMPANY, LLP - RESOLUTION 2018-77** AWARDING RFP #18-02 TO PURVIS GRAY & COMPANY, LLP FOR INDEPENDENT AUDITOR SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the award of RFP #18-02 to Purvis Gray & Company, LLP for a period of three years for Fiscal Years ending September 30, 2018, 2019, and 2020 with two additional annual renewals.*
- 7.2 **AMENDMENT APPROVAL - PURCHASING POLICIES AND PROCEDURES MANUAL - RESOLUTION 2018-78** AMENDING RESOLUTION 2010-138, APPROVING AMENDMENTS TO THE PURCHASING POLICIES AND PROCEDURES MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves amendments to the City's Purchasing Policies and Procedures Manual.*
- 7.3 **CITY COMMISSION FISCAL YEAR 2018/2019 GOALS - RESOLUTION 2018-30** ADOPTING THE CITY COMMISSION'S FISCAL YEAR 2018/2019 GOALS; PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Adopts the City Commission Goals (and related measurements).*
- 7.4 **CITY MANAGER DIRECTION - MARINA - RESOLUTION 2018-79** DIRECTING THE CITY MANAGER TO PROCEED IMMEDIATELY WITH REPAIRS AT THE CITY MARINA IRRESPECTIVE OF RELATED UNITED STATES ARMY CORPS OF ENGINEER PERMITS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Directs the City Manager to proceed immediately with repairs to the northern attenuator (providing for such services as fueling and pump-out operations) despite the appropriate Sec. 408 exception and related permit lacking from the USACE.*

8. ORDINANCES - FIRST READING

8.1 ***Quasi-Judicial Rehearing ZONING MAP/ PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT - LAKE PARK DRIVE IN AMELIA PARK-*** ORDINANCE 2018-07 AMENDING THE AMELIA PARK PLANNED UNIT DEVELOPMENT OVERLAY DESIGNATING A PARCEL OF LAND TOTALING 4.42 ACRES LOCATED ON LAKE PARK DRIVE UNDER THE T1, T3, T4, AND CONSERVATION TRANSECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Planned Unit Development (PUD) amendment to assign transect types within the Amelia Park neighborhood for approximately 4.42 acres located on Lake Park Drive.*

8.2 **BUILDING CODE AMENDMENTS -** ORDINANCE 2018-15 AMENDING CHAPTER 22, ARTICLE II, SECTION 22-26, ADOPTION OF CODES BY REFERENCE; REPEALING SECTION 22-29, AMENDMENTS TO BUILDING CODE; ENACTING A NEW SECTION 22-29 AMENDMENTS TO THE BUILDING CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves various amendments to the Building Code.*

9. BOARD APPOINTMENTS

9.1 **CODE ENFORCEMENT AND APPEALS BOARD** - *one appointment.*

9.2 **ARTS AND CULTURE NASSAU** - *one appointment.*

9.3 **ARTS AND CULTURE NASSAU** - *Board member removal.*

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.

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: Proclamation
"National Flag Day" and "National Flag Week"

ITEM TYPE: Proclamations

REQUESTED ACTION:

SYNOPSIS: Attached is a Proclamation proclaiming June 14, 2018, as "National Flag Day," and the week of June 10-16, 2018, as "National Flag Week." Second Vice Regent of the Amelia Island Chapter Daughters of the American Revolution Ms. Shelia Carlin will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk 05/01/2018

Dale Martin, City Manager 05/17/2018



Date: April 27, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the Continental Congress adopted the Stars and Stripes as the official flag of our young republic on June 14, 1777; and

WHEREAS, each June thereafter, our nation has lifted its sights to the flag that has watched over us since the days of our founding. In those broad stripes and bright stars, we see the arc of the American story - from a handful of colonies to fifty States, united and free; and

WHEREAS, when proud patriots took up the fight for independence, they came together under a standard that showed their common cause. When the wounds of civil war were still fresh and our country walked the long road to reconstruction, our people found hope in a banner that testified to the strength of our Union. Wherever our American journey has taken us, whether on that unending path to the mountaintop or high above into the reaches of space, Old Glory has followed, reminding us of the rights and responsibilities we share as citizens; and

WHEREAS, this week, we celebrate that legacy, and we honor the brave men and women who have secured it through centuries of service at home and abroad. To commemorate the adoption of our flag, Congress designated June 14 of each year as "Flag Day" and designated the week in which June 14 occurs as "National Flag Week".

NOW, THEREFORE, I, John A. Miller, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim June 14, 2018, as

“NATIONAL FLAG DAY”

And, the week of June 10-16, 2018, as

“NATIONAL FLAG WEEK”

in Fernandina Beach, Florida, and urge all citizens to join me in proudly displaying our nation's banner and live with the patriotism that the red, white and blue so strongly represents and show a deep appreciation of its legacy.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 5th day of June, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
"Code Enforcement Appreciation Week"

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming the week of June 4, 2018, through June 8, 2018, as "Code Enforcement Appreciation Week."

City Code Enforcement staff will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Nicole Bednar, Administrative Services Manager 05/15/2018

Dale Martin, City Manager 05/17/2018



Date: March 29, 2018

Submitted By: Kelly Gibson, AICP, Planning Manager

COMMISSION ACTION:

Proclamation

WHEREAS, Code Enforcement Officers and staff provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, business, resort rental, environmental and other codes and Ordinances; and

WHEREAS, Code Enforcement Officers and staff are often not credited for the jobs that they do in saving lives, protecting property values, and improving neighborhoods and quality of life; and

WHEREAS, every day they attempt to provide quality customer service to the public for the betterment of the community; and

WHEREAS, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

WHEREAS, Code Enforcement Officers are certified, dedicated, well-trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers.

NOW THEREFORE, the City of Fernandina Beach, Florida, does hereby proclaim the week of June 4, 2018, through June 8, 2018, as:

“CODE ENFORCEMENT APPRECIATION WEEK”

in Fernandina Beach, Florida, in accordance with the statewide observance of the same, and encourages citizens of Fernandina Beach to join the City Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement staff.

IN WITNESS WHEREOF, I, John A. Miller, as Mayor hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 5th day of June, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Historic District Council

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: Planner II Salvatore Cumella and Historic District Council Chair Mike Harrison will present an overview of the Historic District Council.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 05/17/2018

Date: April 18, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Affordable Housing Citizen Coalition

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Vice Mayor Kreger.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Dale Martin, City Manager 05/17/2018



Date: April 09, 2018

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Presentation
Annual Audit Report

ITEM TYPE: Presentation

REQUESTED ACTION: Acceptance of the Annual Audit

SYNOPSIS: Mr. Ryan Tucker and Ms. Barbara Boyd of Purvis Gray and Company will present the Annual Audit Report for the Fiscal Year ending September 30, 2017.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: None

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission accept the Fiscal Year 2016/2017 audit as presented.

Nicole Bednar, Administrative Services Manager 05/14/2018

Dale Martin, City Manager 05/17/2018

Date: May 09, 2018

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Accept

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-73
Budget Amendment - Airport

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-73

SYNOPSIS: During periodic review of the Airport budget, the Finance Department and Airport staff identified that the budgeted funds to support the Airport Health Insurance expense line are not sufficient for the current Fiscal Year. This shortage is due to the recent hire of a new Airport Manager who has elected to carry full-family benefits under the City's health insurance program, which will result in a budgeted shortage of \$9,850 within this expense line in the Airport budget.

This agenda item proposes a budget amendment to transfer \$9,850 from the Airport Improvements Account, 420 56300, to the Airport Health Insurance Account, 420 52300 which will ensure sufficient funding for health insurance costs within the Airport fund.

In FY 17/18, the Airport budgeted \$75,000 for improvements to the driveway to Airport property along Amelia Parkway and recent bidding results have indicated that the Airport will spend less than \$40,000 on this project, resulting in \$35,000 of additional funds within the Airport Improvements Account, 420 56300.

FISCAL IMPACT: This Resolution transfers \$9,850 from the Airport Improvements Account, 420 56300, to the Airport Health Insurance Account, 420 52300 which will ensure sufficient funding for health insurance costs within the Airport fund.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-73.

Dale Martin, City Manager	05/17/2018
Patti Clifford, Comptroller	05/17/2018
Tammi E. Bach, City Attorney	05/17/2018

Date: May 01, 2018

Submitted By: Nathan Coyle, Airport Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE TRANSFER OF FUNDS WITHIN THE AIRPORT FUND IN FISCAL YEAR 2017/2018; 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, the Fiscal Year 2017/2018 budget did not include sufficient funds for the Health Insurance plan the Airport Manager selected and requires additional funding in the amount of \$9,850 for the City paid portion; and

WHEREAS, funds are available to be transferred to the Health Insurance account from the Improvements account because of some Airport Improvements projects that have come in under the budgeted/anticipated amount for completion of those projects; and

WHEREAS, staff recommends an amendment to the Fiscal Year 2017/2018 budget transferring \$9,850 to the Airport Health Insurance account, 420 52300, from the Airport Improvements account, 420 56300 to cover the additional Health Insurance costs.

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 following budget amendment: a transfer of \$9,850 to the Airport Health Insurance account, 420 52300, from the Airport Improvements account, 420 56300.

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

ADOPTED this 5th day of June, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2018-74
Vehicle Purchase Approval/Budget Amendment - Police

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-74

SYNOPSIS: The attached Resolution approves the piggyback purchase of two vehicles for two full-time police officer positions, providing for a budget amendment of \$100,000 for the Police Department to comply with the state mandated school resource officer staffing requirements.

Staff recommends a budget amendment transferring \$100,000 to the Police Impact Fee Equipment account, 3102100-56400 from the Police Impact Fee Reserve account, 3102100-59990.

FISCAL IMPACT: Funds are available for the transfer of \$100,000 to the Police Impact Fee Equipment account, 3102100-56400 from the Police Impact Fee Reserve account, 3102100-59990.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-74.

Mark Foxworth, Deputy Chief 05/15/2018

Dale Martin, City Manager 05/17/2018

Patti Clifford, Comptroller 05/17/2018

Tammi E. Bach, City Attorney 05/17/2018

Date: May 15, 2018

Submitted By: Wendy Gaskill, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2018-74

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO VEHICLES FOR TWO FULL-TIME POLICE OFFICER POSITIONS IN FY 2017/2018; APPROVING A BUDGET AMENDMENT OF \$100,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature, during its 2018 Legislative Session, produced the Marjory Stoneman Douglas High School Public Safety Act, which specifically mandates many new responsibilities for local law enforcement agencies, including staffing requirements at school campuses not currently served by full-time School Resource Officers (SRO); and

WHEREAS, effective the start of the 2018/2019 school year, Southside Elementary School and Emma Love Hardee will have full-time SRO's from the Fernandina Beach Police Department assigned to their campuses, and

WHEREAS, the Fernandina Beach Police Department is staffing these positions because of the unfunded, yet mandated Marjory Stoneman Douglas High School Public Safety Act and because of continued growth of the student population in Fernandina Beach, and

WHEREAS, the protection of the children, staff, and faculty at both Southside Elementary School and Emma Love Hardee Elementary School is a joint effort between the Superintendent of Nassau County Schools and the Fernandina Beach Police Department. The Superintendent of Nassau County Schools has agreed to reimburse the City of Fernandina Beach in the amount of 75% of salary by Memorandum of Understanding for the officers that will staff both elementary schools. Vehicle costs for the police officers tasked with ensuring the safety of the children, staff and faculty members in our community's elementary schools are the responsibility of the City of Fernandina Beach, and

WHEREAS, staff requests approval to purchase two vehicles for the Police Department. Pricing is set through the Florida Sheriff's Association Vehicle Bid Award and Florida State Contract; and

WHEREAS, staff recommends a budget amendment transferring \$100,000 to the Police Impact Fee Equipment account, 3102100 56400 from the Police Impact Fee Reserve account, 3102100 59990.

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 utilization of the Police Impact Fee Account to purchase two fully equipped police vehicles in accordance with City Purchasing Policies.

SECTION 2. The City Commission hereby approves the following budget amendment: a transfer of \$100,000 to the Police Impact Fee Equipment account, 3102100-56400 from the Police Impact Fee Reserve account, 3102100-59990.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 5th day of June, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>FORD INTERCEPTOR POLICE RATED UTILITY - AWD (Specification #06)</u>			
Duval Ford	2018 Ford Interceptor Utility (K8A)	★ Western	\$26,901.00
ALT - Garber Ford Inc.	2018 Ford Interceptor Utility (K8A)	Western	\$27,555.00
Duval Ford	2018 Ford Interceptor Utility (K8A)	★ Northern	\$27,083.00
ALT - Garber Ford Inc.	2018 Ford Interceptor Utility (K8A)	Northern	\$27,405.00
Prestige Ford	2018 Ford Interceptor Utility (K8A)	★ Central	\$26,869.00
ALT - Alan Jay Ford Lincoln	2018 Ford Interceptor Utility (K8A)	Central	\$26,997.00
Alan Jay Ford Lincoln	2018 Ford Interceptor Utility (K8A)	★ Southern	\$26,997.00
ALT - Duval Ford	2018 Ford Interceptor Utility (K8A)	Southern	\$27,426.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED UTILITY - AWD SPECIFICATION #6

2018 Ford Interceptor Utility (K8A)

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

Ford Interceptor Utility (K8A)

Code	Description
K8A	Ford Interceptor Police Rated Utility Vehicle
51Y	Driver's Side (Left Hand) Spotlight
9	Seats Cloth Front Buckets/ Rear Vinyl
W	Black Interior
500A	Equipment Group
99R	3.7L V6 Engine
44C	6 Speed Auto Transmission
153	Front License Bracket
87r	Factory Back-up Camera
Std	Power Distribution Lug
Std	Dome Lamp/Overhead Light

DISCLOSURE: THE FLORIDA SHERIFFS ASSOCIATION WORKING IN CONJUNCTION WITH MANUFACTURERS, VENDORS AND DISTRIBUTORS OF VEHICLES/EQUIPMENT DOES THEIR BEST TO ENSURE MODEL NAMES, NUMBERS AND CODES REPRESENT THE LATEST INFORMATION AVAILABLE AT THE TIME THE BID DOCUMENTS ARE PREPARED. IT IS RECOMMENDED THAT YOU CONFIRM THIS INFORMATION WITH THE AWARDED VENDOR REPRESENTATIVE AT THE TIME YOU ARE REQUESTING A CONFIRMING QUOTE.



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED UTILITY - AWD SPECIFICATION #6

2018 Ford Interceptor Utility (K8A)

The Ford Interceptor Utility (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00

Order Code	Delete Options	Western & Northern Central	Southern
16D ¹ 16D ² 16D ³	Badge delete (Police Interceptor Badge Only)	NC ¹	NC ² NC ³
D51Y ¹ D51Y ² D51Y ³	Driver's Side Spotlight	\$50.00 ¹	\$100.00 ² (\$50.00) ³
D153 ¹ D153 ² D153 ³	Front License Bracket	NC ¹	NC ² NC ³
85D ¹ 85D ² 85D ³	* Front Console Plate - Delete Not available with option 67G, 67H, 67U, 85R* New for this model year	NC ¹	NC ² NC ³

Order Code	Add Options	Western & Northern Central	Southern
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Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions, Section 2.14 Option Pricing.

99T ¹ 99T ² 99T 44C ³	3.5L V6 Ecoboost Engine Upgrade (131mph Top Speed), includes 44c transmission ¹ 3.5L V6 Ecoboost Engine with 6-speed automatic transmission ³	\$3,294.00 ¹	\$3,290.00 ²	\$3,294.00 ³
41H ¹ 41H ² 41H ³	Engine block heater	\$89.00 ¹	\$89.00 ²	\$89.00 ³
90D ¹ 90F ² 90D ³	Ballistic door panels - drive front door Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56) 5.56 x 45 mm M193 3.36g 5.56 x 45mm M855 4g. FOR LEVEL IV 90F USE 2414. Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed LEVEL 4 ²	\$1,584.00 ¹	\$2,414.00 ²	\$1,584.00 ³

VEHICLE:	Interceptor Utility (K8A)				
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00	
90E ¹ 90G ² 90E ³	Ballistic door panels - driver & passenger front doors <i>Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56) 5.56 x 45 mm M193 3.36g 5.56 x 45mm M855 4g. FOR LEVEL IV 90G USE 4829. Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed</i> LEVEL 4 ²		\$3,169.00 ¹	\$4,829.00 ²	\$3,169.00 ³
63V ¹ 63V ² 63V ³	Cargo Storage Vault (includes lockable door)NOTE: Not available with Aux. Air Conditioning (17A) <i>FOR Setina Weapons Vault, use \$1436¹</i>		\$244.00 ¹	\$244.00 ²	\$244.00 ³
67G ¹ 67G ² 67G ³	Cargo Wiring Upfit Package- Rear console plate (85R) - contours through 2nd row; channel for wiring- Wiring overlay harness with lighting and siren interface connections- Vehicle Engine Harness:? Two (2) light connectors - supports up to six (6) LED lights (engine compartment)? Two (2) grille light connectors? Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block? One (1) 10-amp siren/speaker circuit (engine to cargo area)- Whelen Lighting PCC8R Control Head- Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)- Light Controller / Relay Center Wiring (jumper harness)- Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head- Pre-wiring for grille LED lights, siren and speaker (60A)- Does "not" include LED lights? Recommend Police Wire Harness Connector Kits 47C and 21PNote: Not available with options: 65U, 67H and 67U		\$1,339.00 ¹	\$1,329.00 ²	\$1,339.00 ³
66A ¹ 66A ² 66A ³	Front Headlamp Lighting Solution– Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High BeamWig-wag function and two (2) white rectangular LED side warning lights– Includes pre-wire for grille LED lights, siren and speaker (60A)– Wiring, LED lights included. Controller "not" includedNote: Not available with option: 67HNote: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)		\$849.00 ¹	\$849.00 ²	\$849.00 ³
86P ¹ 86P ² 86P ³	Front Headlamp / Police Interceptor Housing Only– Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)– Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) Note: Not available with options: 66A and 67H		\$124.00 ¹	\$124.00 ²	\$124.00 ³
65U ¹ 65U ² 65U ³	Interior Upgrade Package– 1st and 2nd Row Carpet Floor Covering– Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console– Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D)Note: Not available with options: 67G, 67H, 67U		\$389.00 ¹	\$389.00 ²	\$389.00 ³

VEHICLE:	Interceptor Utility (K8A)				
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00	
593 ¹ 593 ² 593 ³	Perimeter Anti-Theft Alarm- Activated by hood door or liftgate. REQUIRES Key Fob (595) <i>Perimeter Anti-Theft Alarm – Activated by Hood, Door or Liftgate – Requires Key Fob (55F) Note: Cannot be ordered with Keyed-Alike options¹</i>		\$119.00 ¹	\$119.00 ²	\$124.00 ³
60A ¹ 60A ² 60A ³	Pre-wiring for grille lamp		\$49.00 ¹	\$49.00 ²	\$49.00 ³
66B ¹ 66B ² 66B ³	Tail Lamp Lighting Solution– Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in tail lamps– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H <i>Recommend using Cargo Wiring Up fit Package (67G) or Ultimate Wiring Package (67U)³</i>		\$424.00 ¹	\$424.00 ²	\$424.00 ³
67H ¹ 67H ² 67H ³	Ready for the Road Package:All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight– Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)– Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails– High current pigtail– Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head– Pre-wiring for grille LED lights, siren and speaker (60A)– Rear console plate (85R) – contours through 2nd row; channel for wiring– Grille linear LED Lights (Red / Blue)– 100-Watt Siren / Speaker– Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)– Wiring Harness:Two (2) 50 amp battery and ground circuits in RH rear-quarterNote: Not available with options: 66A; 66B; 66C; 67G, 67U		\$3,414.00 ¹	\$3,414.00 ²	\$3,414.00 ³
66C ¹ 66C ² 66C ³	Rear Lighting Solution– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass)– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H <i>Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)³</i>		\$454.00 ¹	\$454.00 ²	\$454.00 ³
18X ¹ 18X ² 18X ³	100 watt siren/speaker <i>included in 67h¹</i>		\$299.00 ¹	\$299.00 ²	\$299.00 ³
61R ¹ 61R ² 61R ³	Remappable (4) Switches on steering wheel (less SYNC) <i>Requires digital siren/light controller.³</i>		\$154.00 ¹	\$154.00 ²	\$154.00 ³
61S ¹ 61S ² 61S 53M ³	Remappable (4) Switches on steering wheel (with SYNC) <i>(4) remappable switches with SYNC - or - (53M - SYNC basic voice activated communications system includes single USB and single aux jack \$294)³</i>		\$154.00 ¹	\$154.00 ²	\$448.00 ³

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00
85R ¹ 85R ² 85R ³	Rear Console PlateNOTE - Not available with option 65U, 85D included in 67g, 67h, 67u ¹		\$34.00 ¹	\$34.00 ² \$34.00 ³
55F ¹ 59S ² 55F ³	Remote Keyless Entry Key Fob (w/o Keypad, less PATS)NOTE: Not available with keyed alike. <i>Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are “not” fobbed alike when ordered with Keyed-Alike¹</i> <i>Remote Keyless-Entry Key Fob (includes 4-key fobs) - add - (FOB - additional remotes \$220, each.)³</i>		\$339.00 ¹	\$339.00 ² \$339.00 ³
47C ¹ 47C ² 47C ³	Police Wire Harness Connector Kit – FrontFor connectivity to Ford PI Package solutions includes: • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com		\$104.00 ¹	\$104.00 ² \$104.00 ³
21P ¹ 21P ² 21P ³	Police Wire Harness Connector Kit – RearFor connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4 pin connectors • (1) 10-pin connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com		\$129.00 ¹	\$129.00 ² \$129.00 ³
KEY ¹ DLR ²	Additional Key(s) or Key Fob(s) when applicable. <i>For additional key with FOB add \$150 and requires factory option 55f \$339¹</i> <i>KEY AND REMOTE²</i> <i>Vehicle comes standard with 4 simple fleet keys.- add - (FLT KEY - Additional fleet keys, \$125 each.)³</i>		\$176.00 ¹	\$195.00 ² Std ³
17A ¹ 17A ² 17A ³	Auxiliary air conditioning <i>Note: Not available with Cargo Storage Vault (63V)¹</i>		\$609.00 ¹	\$609.00 ² \$609.00 ³
16C ¹ 16C ² 16C ³	Carpeted floor covering <i>1st and 2nd row carpet floor covering (incl. floor mats, front and rear). included in 65u. FOR RUBBER ALL WEATHER MATS USE \$140¹</i>		\$124.00 ¹	\$124.00 ² \$124.00 ³
43D ¹ 43D ² 43D ³	Courtesy lamp disabled <i>Dark Car Feature – Courtesy lamps disabled when any door is opened Note: Not available with Daytime Running Lamps (942)¹</i>		\$19.00 ¹	\$19.00 ² \$19.00 ³
17T ¹ 17T ² 17T ³	Dome lamp - red/white rear		\$49.00 ¹	\$49.00 ² \$49.00 ³
59* ¹ 59E ² 59E ³	Fleet key, keyed alike <i>SPECIFY WHAT FLEET CODE YOU USE; 59e is code 1435x, 59b is code 1284x, 59d is code 0135x, 59f is code 0576x, 59j is code 1111x, 59c is code 1294x, 59g is code 0151x. Please select and add to purchase order Keys (Note: Can be ordered with Remote Keyless-Entry – 55F; Not available with Perimeter Anti-Theft Alarm 593)¹</i> <i>N/A REMOTE KEYLESS²</i> <i>Includes 1435X, also available: 59B includes 1284X, 59D includes 0135X, 59F includes 0576X, 59J includes 1111X, 59C includes 1294X, 59G includes 0151X.³</i>		\$49.00 ¹	\$49.00 ² \$49.00 ³

VEHICLE:	Interceptor Utility (K8A)				
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00	
16C ¹ 16C ²	Floor mats colored keyed to carpet <i>1st and 2nd row carpet floor covering (incl. floor mats, front and rear). included in 65u. FOR RUBBER ALL WEATHER MATS USE \$140¹</i> <i>(Included and only available with 16C)³</i>		\$124.00 ¹	\$124.00 ²	NA ³
60R ¹ 60R ² 60R ³	Noise suppression bonds		\$99.00 ¹	\$99.00 ²	\$99.00 ³
68G ¹ 68G ² 68G ³	Rear door handles & locks inoperative		\$34.00 ¹	\$34.00 ²	\$34.00 ³
18W ¹ 18W ² 18W ³	Rear window switches inoperative		\$24.00 ¹	\$24.00 ²	\$24.00 ³
TREM ¹ DLR ² TREM ³	Tremco anti-theft - foot activated, dealer installed <i>Product Specifications The Anti-Theft system will turn on automatically every time the vehicle shift lever is placed in the "park" position. The system shall not require a key or switch to activate, since quick departures are common in police procedures. This technology enhances 100% usage.¹</i>		\$219.00 ¹	\$250.00 ²	\$249.00 ³
51Z ¹ 51Z ² 51Z ³	Right-hand pillar mounted 6" spotlight with clear halogen bulb, factory installed <i>Includes spotlight delete d51y¹</i> <i>Factory right hand Unity incandescent spot lamp includes D-51Y. (51S - Factory left and right hand Unity LED spot lamps, includes D-51Y \$569.)³</i>		\$283.00 ¹	\$279.00 ²	\$299.00 ³
68Z ¹ 68Z ² 68Z ³	Roof rack side rails - black		\$154.00 ¹	\$154.00 ²	\$154.00 ³
47A.SFST ¹ DLR ² SAFE ³	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less <i>FOR THE FORD OPTION 47A Police Engine Idle feature – This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling¹</i>		\$259.00 ¹	\$250.00 ²	\$299.00 ³
BUC ¹ BUC ²	Backup "hot" camera with 3.5" LCD (rear mounted camera to provide wide angle field of surveillance at rear of vehicle) - Dealer installed <i>The BlackVue DR650S-2CH is a reliable and ideal dual-channel car dashcam for motorists who want to record driving scenes from both front and rear windows. The main camera, mounted on the front windshield, captures the entire road ahead. The rear camera, attached to the rear window, records what's behind you. The two cameras are connected with a high-quality coaxial cable and both record to the same microSD card. Built-in WiFi allows you to communicate with the dash cam via the free BlackVue App on your smartphone or tablet giving you the ability to watch recorded or live video without taking out the microSD card. A compact and sleek body in matte black makes it unnoticeable and its placement on the windshield does not affect the drivers vision.</i> ¹		\$695.00 ¹	\$650.00 ²	NA
	Body side moldings		NA	NA	NA
	Chrome grille		NA	NA	NA

VEHICLE:	Interceptor Utility (K8A)				
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00	
19L ¹ 19L ² 19L ³	Lockable gas cap for easy fuel capless fuel-filler		\$19.00 ¹	\$19.00 ²	\$19.00 ³
91A ¹ 91A ² 91A ³	Two-Tone Vinyl Package #1 (roof vinyl; RH/LH front doors vinyl; RH/LH rear doors vinyl - not available with order cods 91B, 91C, 91D) (Not available with the following options: 91C, 91D, 91E, 91F, 91G, 91J) ³		\$839.00 ¹	\$839.00 ²	\$839.00 ³
91B ¹ 91B ²	Two-Tone Vinyl Package #2 (roof vinyl; hood vinyl - not available with order codes 91A, 91C, 91D) Discontinued - substitute - (91D - Police vinyl word wrap - white - non-reflective on both sides of vehicle \$794) - or - (91E - Police vinyl word wrap - black - non-reflective on both sides of vehicle \$794) - or - (91F - Police vinyl word wrap - white - reflective on both sides of vehicle \$794) - or - (91G - Sheriff vinyl word wrap - white - non-reflective on both sides of vehicle \$794) ³		NA ¹	NA ²	NA ³
91C ¹ 91C ² 91C ³	Two-Tone Vinyl Package #3 (roof vinyl; RH/LH front doors only vinyl - not available with order codes 91A, 91B, 91D) (Not available with the following options: 91A, 91D, 91E, 91F, 91G, 91J) ³		\$699.00 ¹	\$699.00 ²	\$699.00 ³
2Tone ¹ DLR ² D2T ³	Two-tone paint (dealer installed) Specifically for doors to be white only. Send pictures of your current paint scheme. ¹ Dealer installed 2-tone paint to include 4-doors and roof. A,B,C pillars and mirros to remain factory paint. ³		\$1,396.00 ¹	\$1,395.00 ²	\$1,500.00 ³
76R ¹ 76R ² 76R ³	Reverse sensing Rear proximity sensors for collision avoid ¹ Factory reverse sensing system. - and - (55B 54Z - BLIS blind spot monitoring system with cross traffic alert \$544.) ³		\$274.00 ¹	\$274.00 ²	\$274.00 ³
68z ¹ 68Z ²	Roof mounted luggage rack, no center cross beams		\$154.00 ¹	\$154.00 ²	NA
65I ¹ 64B ² 64B ³	Wheel covers Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E ¹ 18" full face wheel covers - or - (64E - 18" Painted Aluminum wheels (4) \$474) ³		\$59.00 ¹	\$59.00 ²	\$59.00 ³
HAVIS ¹ 96T ² CC-FDPI-14 ³	Optional equipment - specify [OPTION A] Havis center CONSOLE with cup holder, flip up armrest and triple dc outlet plugs. Includes filler plates, Radio and Controller Bracket. Buyer must supply Radio Brand for proper configuration. \$680 [OPTION B] LAPTOP STAND: Havis laptop base, pole stand, and universal locking laptop tray. Options available USE \$725 ¹ REAR TRAFIC LIGHT FACTORY INSTALLED ² TROY PRODUCTS 14" sloped console with computer deck, Includes floor plate, face plates, 4" internal dual cup holder, 3" shallow tray, (3) DC outlets, and height adjustable 5"x8" armrest. ³		\$680.00 ¹	\$1,399.00 ²	\$640.00 ³
TroyProducts ¹ 96W ² CM-UMNT-SA-LED ³	Optional equipment - specify [OPTION A] TROY PRODUCTS 14" sloped CONSOLE with computer deck. Includes floorplate and faceplates. Other consoles & accessories at 46% off master price list. 4" dual cup internal beverage holder. 3" shallow console tray. DC outlet with cap, set of three (3). Height adjustable arm rest with 5"x8" foam pad, bolts to rear of console. \$680 [OPTION B] COMPUTER MOUNT with easy one-handed operation and swing-arm to accommodate customer supplied docking station. Bolts to TROY console. \$375 [OPTION C] LARGE WINDOW PARTITION with sliding window, crawl-through barrier and weapon recess panel. Includes mounting kit. Partition kick panels with big-foot pockets. \$1296 [OPTION D] REAR PARTITION		\$680.00 ¹	\$1,114.00 ²	\$435.00 ³

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00

square-hole pattern with side airbag compliant mounting kit. \$650 [OPTION E] PLASTIC SEAT with Officer-Safe seatbelt system. Includes rear partition with square-hole pattern and cargo window side panels \$1600 [OPTION F] WINDOW BARS: driver & passenger welded vertical bar window guards. \$500 [OPTION G] STORAGE VAULT, 40"Wx32"Lx12"H. Includes two (2) lockable draw-tight handles, carpet on top, foam on floor. \$1450 [OPTION H] TILT-UP CARGO mount to allow access to the spare tire with full-size storage vault. \$550 [OPTION I] TILT-DOWN ELECTRONICS TRAY, mount to the TROY cargo mount. \$350 [OPTION J] COMMAND POST with tilt-up white board and storage drawers. Access to spare tire when mounted on TROY cargo mount. Other command post configurations available \$5250 [OPTION K] TROY PRODUCTS theft-deterrent dual weapon gun mount. Includes butt plates and lock brackets. Large handcuff style gun lock. Includes #2 key and push button. \$484 ¹

WINDSHIELD LIGHT FACTORY INSTALLED ²

TROY products computer U-style mount with easy one handed operation and swing arm, docking station not included.- add - (CM-LT-1500 - TROY products deluxe laptop tray for computer up to 15" wide x 11.5" high \$375.) - or - (CM-UMNT-SA-HAV - TROY PRODUCTS U-style computer mount with easy one-handed operation and swing-arm to accommodate customer supplied Havis docking station, bolts to TROY console \$475.) - and - (UT-101 - Havis standard universal laptop mount with lock \$355.) ³

MISC OPTIONS ¹
63B ²
CC-PI-MC18 ³

Optional equipment - specify

[OPTION A] DEEP TINT: \$385 [OPTION B] 1GUN: Single Gun Rack mount G5000: Our universally mounted gun rack can be mounted on a partition, on a wire screen, or can be installed in your trunk. All of our steel gun racks come with 8 second timers but also feature handcuff, straight, or vending key overrides in the event of a power failure. Pro-gard's G5000 series can accommodate multiple weapons and accessories. \$395 [OPTION C] 2 GUN: Dual gun mount, g7210: \$436 [OPTION D] DECATUR RADAR G2S DUAL KA'S \$2250 [OPTION F] INVERTERS: [OPTION 1] TH750 750 Watt Inverter: \$400 [OPTION 2] TH1000 1000 Watt Inverter: \$600 [OPTION 3] TH2000 2000 Watt Inverter: \$750 [OPTION 4] TH3000 3000 Watt Inverter \$900 [OPTION 5] TH001 Remote Control for TH1000-TH3000 : \$68 [OPTION 6] DSI-12/1200N Dimensions 1200 watt Pure Sine Wave: \$1764 [OPTION 7] DSI-12/1500N Dimensions 1500 watt Pure Sine Wave: \$2170 [OPTION 8] DSI-12/2400N Dimensions 2400 watt Pure Sine Wave: \$3164 [OPTION 9] DSI-12/3000N Dimensions 3000 watt Pure Sine Wave: \$3514 [OPTION 10] DSI-REMOTE Remote control for Dimensions: \$224 [OPTION G] SAFETY: First Aid Kit, Fire Ext, Safety road hazard LED's \$525¹

SIDE MIRROR LIGHTS FACTORY LIGHTS ²

TROY PRODUCTS 18" L-shaped vehicle specific console includes floor plate, face plates, 4" internal dual cup holder, 3" shallow tray, (3) DC outlets, and height adjustable 5"x8" armrest. ³

\$385.00¹ \$289.00² \$785.00³

21L ²
CM-SDMT-SA-LED ³

FRONT AUX WARNING LIGHTS FACTORY INSTALLED ²

TROY Products side computer mount with easy one-handed operation and swing-arm to accommodate customer supplied Troy docking station, bolts to console. - add - (CM-LT-1500 - Troy Products deluxe laptop tray \$340) - or - (CM-SDMT-SA-HAV - TROY Products side computer mount with easy one-handed operation and swing arm to accommodate customer supplied Havis docking station, bolts to console \$520.) - add - (UT-101 - Havis standard universal laptop mount with lock \$255.) - upgrade - (SL - upgrade either side computer mount stands to include swing arm & slide feature, add \$110.) ³

\$639.00² \$460.00³

VEHICLE:	Interceptor Utility (K8A)				
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln	
ZONE:	★ Western	★ Northern	★ Central	★ Southern	
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00	
Fuel Saver ¹ 63L ² CP-UV-CARGO-MNT ³	Optional equipment - specify <i>Derive Efficiency's fuel economy program is developed to maximize the fuel economy of your fleet. This program contains hundreds of precise changes in key areas of the vehicle calibration. By optimizing these parameters, you can reduce your vehicle's average fuel consumption by up to 12% annually. Speed Limiter: The speed limiter option allows you to set a vehicle's maximum speed. Idle RPM: Idle RPM levels can be reduced by 10%, 20% or 30%. Throttle Response: Optimize the electronic throttle control to moderate acceleration levels. Active Fuel Management: Optimize the various stages of active fuel management (also called displacement on demand), which will active and deactivate cylinders on the fly based on the vehicle's power requirements. Transmission: Optimize the transmission shift points by shifting the transmission at lower engine speed levels and lock the torque converter to rear-wheels at lower vehicle speeds.</i> ¹ <i>REAR QUARTER GLASS LIGHTS FACTORY INSTALLED</i> ² <i>TROY PRODUCTS tilt-up cargo mount to allow access to the spare tire with full-size storage vault. - and - (CP-GB403212-TL - TROY products storage vault, 40"Wx32"Lx12H". Includes two (2) lockable draw-tight handles, carpet on top, foam on floor \$1640.) - and - (AC-UV-TRAY-H - TROY products tilt-down electronics tray, mounts to the TROY cargo mount \$390.)</i> ³		\$569.00 ¹	\$574.00 ²	\$530.00 ³
GR5 ¹ DLR ² GR5000 ³	Go Rhino 5000 Series Push Bumpers <i>Go-Rhino 5000 series Road Defender steel push bumper.</i> ³		\$550.00 ¹	\$895.00 ²	\$640.00 ³
LAGUNA PS ¹ DLR ² LS3P ³	Rear Transport Seat – Laguna System 3P <i>Hygienic and Easy to Clean- 3PX-TREME Construction- Easy Installation -Standard Black Seat- Quicker suspect loading due to increased room.-Quicker, safer and more thorough biohazard cleanup.- No need to search for dangerous contraband or missing evidence. Instead of reaching towards the middle of the Compartment to latch a prisoner in, the Laguna Belt system latches in on the door side of the vehicle. The belts have an installed magnet attached to them to latch on the partition for a easy grab when seat belting the prisoner in. WWW.LAGUNA3P.COM.</i> ¹ <i>REQUIRES REAR PARTITION</i> ² <i>Laguna LS3P transport seat with standard placement belts and rear partition. - or - (LS3P-RB Laguna LS3P transport seat with ready buckle and rear partition \$1855.)</i> ³		\$1,445.00 ¹	\$995.00 ²	\$1,690.00 ³
PG PS ¹ DLR ² PG2600 ³	Rear Transport Seat – Pro Gard 6000 Series <i>Rear Transport Seat and rear cage steel or poly</i> ¹ <i>INCLUDES REAR CAGE</i> ² <i>Progard transport seat with rear partition. - or - (PS-FDUV-OS-R - Troy products rear transport seat with officer safe buckles and rear partition with side window screens \$1855.)</i> ³		\$1,445.00 ¹	\$1,595.00 ²	\$1,860.00 ³
	Rear Transport Seat with extended seat belt – Patriot PSCV1 <i>DOOR & WINDOW - (WG-FDUV-SET - TROY window barriers only \$345.) - add - (ADP - Setina aluminum door panel \$255.)</i> ³		NA	NA	NA ³
SPB12 ¹ DLR ² PB12 ³	Setina PB100A12 – 12" Aluminum Push Bumper		\$550.00 ¹	\$595.00 ²	\$530.00 ³
SPB16 ¹ DLR ² PB16 ³	Setina PB100A16 – 16" Aluminum Push Bumper		\$580.00 ¹	\$695.00 ²	\$540.00 ³

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00
SPB ¹ DLR ² PB300-T ³	Setina PB300 Push Bumper <i>Setina BodyGuard PB300 Push Bumper ? or ? (PB400?T ? Setina BodyGuard PB400 Aluminum Push Bumper \$635) ? or ? (PB450L2?T Setina BodyGuard Push Bumper with (2) built in LED's \$1265)) ? or ? (PB450L4?T Setina BodyGuard Push Bumper with (4) built in LED's \$1655) (For lighted push bumpers, specify LED color ie red, blue, amber, white) ³</i>	\$550.00 ¹	\$795.00 ²	\$685.00 ³
P2600 ¹ DLR ²	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed	\$775.00 ¹	\$1,295.00 ²	NA
S8S ¹ DLR ² 8S-T ³	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed <i>For recessed panel add \$130. For gunlock add \$385. This item qualifies for package pricing. Stationary Model with 1/2 Polycarbonate & 1/2 Expanded Metal Window • 2- Piece Stationary Window Design • 1/2 Vinyl Coated 11-Gauge Expanded Metal and 1/2 Coated Scratch-Resistant Polycarbonate or Clear Uncoated Polycarbonate Window • Rubber Padded Vertical Window Support Bars • Steel Seat Back Protector Panel • Rugged Zinc-Free Powder Coat Finish ¹</i> <i>Setina model #8 stationary window with 1/2 vinyl coated expanded metal and 1/2 polycarbonate window and lower extension panel. - or - (8S-RP-T Setina model #8 stationary window with 1/2 vinyl coated expanded metal and 1/2 polycarbonate window with recessed panel option and lower extension panel \$1360.) - add - (DVPM ? Setina universal XL dual weapon vertical/partition mounted \$655.) ³</i>	\$775.00 ¹	\$995.00 ²	\$1,205.00 ³
10S XL ¹ DLR ² 10S-T ³	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed <i>Setina Extended legroom prisoner partition. Offered with Horizontal Sliding. Inquire about stationary window options. Recessed weapon storage panel and Extensions panel included. This item qualifies for package pricing. "XL" XTRA LEGROOM Modified steel framework provides strength with no leg obstructions for maximum design strength. Enlarged passenger side back panel recess also provides additional leg and foot room that prevents foot entanglement and offers maximum leg room for both officer and prisoner. ¹</i> <i>Setina model #10-S partition with horizontal sliding polycarbonate window and lower extension panel. (10S-RP-T ? Setina model #10-S recessed panel partition with horizontal sliding polycarbonate window and lower extension panel \$1420.) - add - (DVPM ? Setina universal XL dual weapon vertical/partition mounted \$655.)? or ? (TROY TP-E-SL6-FS-SS large window partition with sliding window, crawl-through barrier and weapon recess panel. Includes mounting kit and big foot pocket (installed) \$1310) ? and ? (DWGM ? Troy products dual weapon gun mount (includes locks, specify type) \$420)³</i>	\$815.00 ¹	\$1,295.00 ²	\$1,265.00 ³
REAR CAGE ¹ DLR ² 12V ³	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat <i>Stationary Model with Vinyl Coated Expanded Metal Window • Secures Cargo Area Behind the Rear Seats of Vans, SUVs and Crossovers • 1-Piece Scratch-Resistant Coated Polycarbonate Window • 1 1/2 x 2 Extruded Aluminum Window Framework • 14-Gauge Steel Seat Back Protector Panel • Rugged Powder Coat Finish ¹</i> <i>SETINA Rear partition between 2nd row seat & cargo area, SPECIFY LEXAN OR EXPANDED METAL -or- (TP-FDUV-R - TROY products rear partition with square-hole pattern. Includes cargo side window panels. \$1745.) ³</i>	\$850.00 ¹	\$595.00 ²	\$615.00 ³
K9 ¹ DLR ² EZ RIDER ³	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices. <i>Includes rubber liner, water dish and freight on parts including installation. Black powder coat finish available upon request. For 1/3 prisoner transport and 2/3rd k9 container add \$625. For Coolgaurd k9 Heat Alarm system add \$600, pager \$400, Remote door opener add \$650 ¹</i> <i>American Aluminum EZ Rider K9 unit platform system, includes freight and</i>	\$2,800.00 ¹	\$2,995.00 ²	\$2,745.00 ³

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00

	installation. - add - (Hot-N-Pop - Radio Tronics Ace K9 Hot-N-Pop to include: door pop & heat alarm, engine stall sensor kit, no K9 left behind feature, long range remote pager module with 10" fiberglass mast antenna, 10" fan kit, heavy-duty fan guard, and carbon monoxide sensor \$3325.) - add - (SUVault - American Aluminum SUV Vault powder coated black with single drawer includes 4" basket top, width wise divider, and foam insert \$1425.) ³			
HOTNPOP ¹ DLR ²	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position. <i>Includes Heat alarm. Additional items to add as options: Engine stall sensor add \$149, no K9 left behind \$149, additional remote \$159, Optional 12" Fan , activation module, manual switch add \$360, HD Fan Guard \$135, Carbon Monoxide detector and interface module \$265, Smoke detector \$155, Long range Remote pager with hasnt0g2 Antenna \$355. Long range remote pager with dual band antenna kit \$500 ¹</i>	\$1,700.00 ¹	\$995.00 ²	NA
PROTEMP ¹ DLR ²	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle. <i>ACE K9 PRO TEMP ALARM SYSTEM. ¹</i> <i>Radio Tronics Ace K9 Heat alarm pro includes: Temp alarm system includes horn activation, siren activation, light activation, dual window drop, Engine stall sensor, no K9 left behind, 10" window fan, fan guard, carbon monoxide sensor, Long range remote pager module with 10" fiberglass mast antenna. ³</i>	\$990.00 ¹	\$695.00 ²	\$3,570.00 ³
LABOR ¹ DLR ² LABOR ³	Labor rate per hour <i>Labor rate per hour. Refer to Duval Ford's Emergency lighting price submission for Individual item labor-time. Rate includes professional EVT certified installation, proper wire (SXL, GXL) Heat rated loom, connectors, prep time and personal consultation. Volume discounts available for large quantity purchases, call dealer for quote ¹</i> <i>(Labor Rates Based on Single Vehicle Build) ³</i>	\$115.00 ¹	\$95.00 ²	\$110.00 ³
TAG ¹ DLR ² NEW-TAG ³	New state tag (specify state, county, city, sheriff, etc.) <i>- [] Per FSA Section 3.28, Vehicle tags and Title: Price listed Includes administrative costs for convenience fee, reimbursements for filing, obtaining or delivery of tag (including weight slip for second stage manufacturing, or any costs over the original acquisition amount of \$117.55 ¹</i> <i>INCLUDES 30.00 ADMIN FEE ²</i> <i>Includes temp tag & two way overnight shipping for signature. ³</i>	\$170.00 ¹	\$160.00 ²	\$284.33 ³
TEMP ¹ DLR ² TEMP-TAG ³	Temporary tag <i>- [] Per FSA Section 3.28, Vehicle tags and Title: Price listed Includes administrative costs for convenience fee, reimbursements for filing, obtaining or delivery of tag, or any costs over the original acquisition amount of \$6 ¹</i>	\$16.00 ¹	\$15.00 ²	\$45.25 ³
TX ¹ DLR ² TRANS-TAG ³	Transfer existing registration (must provide tag number) <i>- [] Per FSA Section 3.28, Vehicle tags and Title: Price listed Includes administrative costs for convenience fee, reimbursements for filing, obtaining or delivery of tag, or any costs over the original acquisition amount of \$78.50 ¹</i> <i>INCLUDES 30.00 ADMIN FEE ²</i> <i>Includes temp tag & two way overnight shipping for signature. ³</i>	\$116.00 ¹	\$115.00 ²	\$198.85 ³
MP575 ¹ BMP345 ³	Maintenance Plan - specify <i>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible ¹</i> <i>3 yr 45,000 mile(5000 mile interval, includes a total of (9) visits). ³</i>	\$1,860.00 ¹	NA	\$580.00 ³

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	Duval Ford	Duval Ford	Prestige Ford	Alan Jay Ford Lincoln
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$26,901.00	\$27,083.00	\$26,869.00	\$26,997.00
MP675 ¹ BMP575 ³	Maintenance Plan - specify 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. ¹ 5 yr 75,000 mile(5000 mile interval, includes a total of (15) visits). ³	\$1,905.00 ¹	NA	\$910.00 ³
MP610 ¹ BMP6100 ³	Maintenance Plan - specify 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. ¹ 6 yr 100,000 mile(5000 mile interval, includes a total of (20) visits). ³	\$2,400.00 ¹	NA	\$1,140.00 ³
CB575 ¹ FP ² AMW ³	Warranty - specify 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2130. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail Protect July 2017 Pricing Guide ¹ 5/100 BASE CARE 0 DED ² All VENDOR INSTALLED aftermarket equipment subject to 1 year parts only warranty FOB Alan Jay Fleet Processing Center, Sebring FL. Reference FSA Contract Terms and Conditions 3.21 - Vendor Installed. ³	\$1,605.00 ¹	\$2,130.00 ²	Incl. ³
CE575 ¹ FP ² EC575 ³	Warranty - specify 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2560. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail Protect July 2017 Pricing Guide ¹ 5/100 EXTRA CARE 0 DED ² Extra Care 5 yr 75k mile (\$0 Ded) Extended Warranty - or - (PC575 - Premium Care 5 yr 75k mile (\$0 Ded) Extended Warranty \$2535) ³	\$1,845.00 ¹	\$2,560.00 ²	\$1,845.00 ³
CP575 ¹ PC6100 ³	Warranty - specify 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3395. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail Protect July 2017 Pricing Guide ¹ Premium Care 6 yr 100k mile (\$0 Ded) Extended Warranty ³	\$2,535.00 ¹	NA	\$3,490.00 ³



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED UTILITY - AWD SPECIFICATION #6

2018 Ford Interceptor Utility (K8A)

(Alternate Dealer Option)

The Ford Interceptor Utility (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$27,555.00	\$27,405.00	\$26,997.00	\$27,426.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

FSA REALLOCATION of DEALER:

For Specification 6 Ford Interceptor Utility (KA8), the CPP reallocated an alternate dealer to the Southern Zone. Therefore, in order to see option pricing for the reallocated dealer, refer to the Primary Award winner - Duval Ford - option list and pricing for Specification 6. Duval Ford is listed as superscript 1 in the options for the primary award on Specification 6.

VEHICLE:	Interceptor Utility (K8A) (ALTERNATE DEALERS)			
DEALER:	Garber Ford Inc.	Garber Ford Inc.	Alan Jay Ford Lincoln	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$27,555.00	\$27,405.00	\$26,997.00	\$27,426.00

Order Code	Delete Options	Western & Northern Central	Southern
16D ¹ 16D ² 16D ³	Badge delete (Police Interceptor Badge Only) <i>Deletes Police Interceptor Badge Only</i> ¹	NC ¹	NC ²
D51Y ¹ D51Y ² D51Y ³	Driver's Side Spotlight <i>Deletes Driver's spotlight</i> ¹	(\$100.00) ¹	(\$50.00) ²
D153 ¹ D153 ² D153 ³	Front License Bracket <i>Front License Bracket Delete</i> ¹	NC ¹	NC ²
85D ¹ 85D ² 85D ³	* Front Console Plate - Delete Not available with option 67G, 67H, 67U, 85R* New for this model year <i>Front Console Plate – Delete</i> ¹	NC ¹	NC ²

Order Code	Add Options	Western & Northern Central	Southern
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Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions, Section 2.14 Option Pricing.

99T ¹ 99T 44C ² 99T ³	3.5L V6 Ecoboost Engine Upgrade <i>3.5L V6 EcoBoost® – (131mph Top Speed)</i> ¹ <i>3.5L V6 Ecoboost Engine with 6-speed automatic transmission</i> ²	\$3,290.00 ¹	\$3,294.00 ²	
41H ¹ 41H ² 41H ³	Engine block heater <i>ENGINE BLOCK HEATER</i> ¹	\$89.00 ¹	\$89.00 ²	
90D ¹ 90D ² 90F ³	Ballistic door panels - drive front door <i>Ballistic Door-Panels (Level III) – Driver Front-Door Only. Tested and meets the requirements of NIJ Standard 0108.01 Level III: ?7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: ?7.62 x 39 mm MSC 7.9g (Type 56) ?5.56 x 45 mm M193 3.36g ?5.56 x 45mm M855 4g¹</i> <i>LEVEL 4</i> ³	\$1,584.00 ¹	\$1,584.00 ²	
90E ¹ 90E ² 90G ³	Ballistic door panels - driver & passenger front doors <i>Ballistic Door-Panels (Level III) – Driver & Pass Front-Doors. Tested and meets the requirements of NIJ Standard 0108.01 Level III: ?7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: ?7.62 x 39 mm MSC 7.9g (Type 56) ?5.56 x 45 mm M193 3.36g ?5.56 x 45mm M855 4g¹</i> <i>LEVEL 4</i> ³	\$3,169.00 ¹	\$3,169.00 ²	

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63V ¹ 63V ² 63V ³	Cargo Storage Vault (includes lockable door)NOTE: Not available with Aux. Air Conditioning (17A) <i>Cargo Storage Vault (includes lockable door and compartment light) Note: Not available with Aux Air Conditioning (17A)</i> ¹	\$244.00 ¹	\$244.00 ²	
67G ¹ 67G ² 67G ³	Cargo Wiring Upfit Package- Rear console plate (85R) - contours through 2nd row; channel for wiring- Wiring overlay harness with lighting and siren interface connections- Vehicle Engine Harness:? Two (2) light connectors - supports up to six (6) LED lights (engine compartment)? Two (2) grille light connectors? Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block? One (1) 10-amp siren/speaker circuit (engine to cargo area)- Whelen Lighting PCC8R Control Head- Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)- Light Controller / Relay Center Wiring (jumper harness)- Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head- Pre-wiring for grille LED lights, siren and speaker (60A)- Does "not" include LED lights? Recommend Police Wire Harness Connector Kits 47C and 21PNote: Not available with options: 65U, 67H and 67U	\$1,339.00 ¹	\$1,339.00 ²	
66A ¹ 66A ² 66A ³	Front Headlamp Lighting Solution– Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High BeamWig-wag function and two (2) white rectangular LED side warning lights– Includes pre-wire for grille LED lights, siren and speaker (60A)– Wiring, LED lights included. Controller "not" includedNote: Not available with option: 67HNote: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)	\$849.00 ¹	\$849.00 ²	
86P ¹ 86P ² 86P ³	Front Headlamp / Police Interceptor Housing Only– Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)– Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) Note: Not available with options: 66A and 67H	\$124.00 ¹	\$124.00 ²	
65U ¹ 65U ² 65U ³	Interior Upgrade Package– 1st and 2nd Row Carpet Floor Covering– Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console– Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D)Note: Not available with options: 67G, 67H, 67U	\$389.00 ¹	\$389.00 ²	
593 ¹ 593 ² 593 ³	Perimeter Anti-Theft Alarm- Activated by hood door or liftgate. REQUIRES Key Fob (\$95) <i>Perimeter Anti-Theft Alarm- Activated by hood door or liftgate. REQUIRES Key Fob (\$55F) 595 IS ADDITIONAL \$339(INCLUDED IN PRICE)</i> ¹	\$458.00 ¹	\$124.00 ²	
60A ¹ 60A ² 60A ³	Pre-wiring for grille lamp	\$49.00 ¹	\$49.00 ²	

VEHICLE:	Interceptor Utility (K8A) (ALTERNATE DEALERS)			
DEALER:	Garber Ford Inc.	Garber Ford Inc.	Alan Jay Ford Lincoln	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$27,555.00	\$27,405.00	\$26,997.00	\$27,426.00

66B ¹ 66B ² 66B ³	Tail Lamp Lighting Solution– Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in tail lamps– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H <i>Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)</i> ²	\$424.00 ¹	\$424.00 ²	
67H ¹ 67H ² 67H ³	Ready for the Road Package:All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight– Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)– Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailed– High current pigtail– Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head– Pre-wiring for grille LED lights, siren and speaker (60A)– Rear console plate (85R) – contours through 2nd row; channel for wiring– Grille linear LED Lights (Red / Blue)– 100-Watt Siren / Speaker– Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)– Wiring Harness:Two (2) 50 amp battery and ground circuits in RH rear-quarterNote: Not available with options: 66A; 66B; 66C; 67G, 67U	\$3,414.00 ¹	\$3,414.00 ²	
66C ¹ 66C ² 66C ³	Rear Lighting Solution– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass)– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H <i>Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)</i> ²	\$454.00 ¹	\$454.00 ²	
18X ¹ 18X ² 18X ³	100 watt siren/speaker	\$299.00 ¹	\$299.00 ²	
61R ¹ 61R ² 61R ³	Remappable (4) Switches on steering wheel (less SYNC) <i>Remappable (4) switches on steering wheel (n/a w/ 53M)</i> ¹ <i>Requires digital siren/light controller.</i> ²	\$154.00 ¹	\$154.00 ²	
61S ¹ 61S ^{53M} ² 61S ³	Remappable (4) Switches on steering wheel (with SYNC) <i>Remappable (4) switches on steering wheel (req 53M) 53M ADDS \$294(INCLUDED IN PRICE)</i> ¹ <i>(4) remappable switches with SYNC - or - (53M - SYNC basic voice activated communications system includes single USB and single aux jack \$294)</i> ²	\$448.00 ¹	\$448.00 ²	
85R ¹ 85R ² 85R ³	Rear Console PlateNOTE - Not available with option 65U, 85D	\$34.00 ¹	\$34.00 ²	

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55F ¹ 55F ² 595 ³	Remote Keyless Entry Key Fob (w/o Keypad, less PATS)NOTE: Not available with keyed alike. NOTE: 595 no longer available. Changed to 55F-Remote Keyless-Entry Key 4 FOB ¹ Remote Keyless-Entry Key Fob (includes 4-key fobs) - add - (FOB - additional remotes \$220, each.) ²	\$339.00 ¹	\$339.00 ²	
47C ¹ 47C ² 47C ³	Police Wire Harness Connector Kit – FrontFor connectivity to Ford PI Package solutions includes: • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	\$104.00 ¹	\$104.00 ²	
21P ¹ 21P ² 21P ³	Police Wire Harness Connector Kit – RearFor connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4 pin connectors • (1) 10-pin connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	\$129.00 ¹	\$129.00 ²	
3K ¹ DLR ³	Additional Key(s) or Key Fob(s) when applicable. PER KEY ONLY ADD KEY AND FOB \$125 FROM DEALER ¹ Vehicle comes standard with 4 simple fleet keys.- add - (FLT KEY - Additional fleet keys, \$125 each.) ² KEY AND REMOTE ³	\$75.00 ¹	Std ²	
17A ¹ 17A ² 17A ³	Auxiliary air conditioning	\$609.00 ¹	\$609.00 ²	
16C ¹ 16C ² 16C ³	Carpeted floor covering 1st and 2nd row carpet floor covering (incl. floor mats, front and rear) ¹	\$124.00 ¹	\$124.00 ²	
43D ¹ 43D ² 43D ³	Courtesy lamp disabled Dark Car Feature – Courtesy lamp disable when any door is opened ¹	\$19.00 ¹	\$19.00 ²	
17T ¹ 17T ² 17T ³	Dome lamp - red/white rear Dome Lamp - Red/White in Cargo Area ¹	\$49.00 ¹	\$49.00 ²	
59E ¹ 59E ² 59E ³	Fleet key, keyed alike Includes 1435X, also available: 59B includes 1284X, 59D includes 0135X, 59F includes 0576X, 59J includes 1111X, 59C includes 1294X, 59G includes 0151X. ² N/A REMOTE KEYLESS ³	\$49.00 ¹	\$49.00 ²	
16C ¹ 16C ³	Floor mats colored keyed to carpet NOT AVAILABLE SEPARATELY. RUBBER MATS FRONT/REAR \$199. CARGO AREA MAT \$125 FROM DEALER ¹ (Included and only available with 16C) ²	NA ¹	NA ²	
60R ¹ 60R ² 60R ³	Noise suppression bonds	\$99.00 ¹	\$99.00 ²	

VEHICLE:	Interceptor Utility (K8A) (ALTERNATE DEALERS)			
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BASE PRICE:	\$27,555.00	\$27,405.00	\$26,997.00	\$27,426.00

68G ¹ 68G ² 68G ³	Rear door handles & locks inoperative	\$34.00 ¹	\$34.00 ²	
18W ¹ 18W ² 18W ³	Rear window switches inoperative	\$24.00 ¹	\$24.00 ²	
TREM ¹ TREM ² DLR ³	Tremco anti-theft - foot activated, dealer installed	\$236.00 ¹	\$249.00 ²	
51Z ¹ 51Z ² 51Z ³	Right-hand pillar mounted 6" spotlight with clear halogen bulb, factory installed <i>Factory right hand Unity incandescent spot lamp includes D-51Y. (51S - Factory left and right hand Unity LED spot lamps, includes D-51Y \$569.)</i> ²	\$349.00 ¹	\$299.00 ²	
68Z ¹ 68Z ² 68Z ³	Roof rack side rails - black	\$154.00 ¹	\$154.00 ²	
SST ¹ SAFE ² DLR ³	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less	\$249.00 ¹	\$299.00 ²	
BUC ¹ BUC ³	Backup "hot" camera with 3.5" LCD (rear mounted camera to provide wide angle field of surveillance at rear of vehicle) - Dealer installed	NA ¹	NA	
	Body side moldings	NA	NA	
	Chrome grille	NA	NA	
19L ¹ 19L ² 19L ³	Lockable gas cap for easy fuel capless fuel-filler	\$19.00 ¹	\$19.00 ²	
91A ¹ 91A ² 91A ³	Two-Tone Vinyl Package #1 (roof vinyl; RH/LH front doors vinyl; RH/LH rear doors vinyl - not available with order cods 91B, 91C, 91D) <i>(Not available with the following options: 91C, 91D, 91E, 91F, 91G, 91J)</i> ²	\$839.00 ¹	\$839.00 ²	
91B ¹ 91B ³	Two-Tone Vinyl Package #2 (roof vinyl; hood vinyl - not available with order codes 91A, 91C, 91D) <i>Discontinued - substitute - (91D - Police vinyl word wrap - white - non-reflective on both sides of vehicle \$794) - or - (91E - Police vinyl word wrap - black - non-reflective on both sides of vehicle \$794) - or - (91F - Police vinyl word wrap - white - reflective on both sides of vehicle \$794) - or - (91G - Sheriff vinyl word wrap - white - non-reflective on both sides of vehicle \$794)</i> ²	NA ¹	NA ²	
91C ¹ 91C ² 91C ³	Two-Tone Vinyl Package #3 (roof vinyl; RH/LH front doors only vinyl - not available with order codes 91A, 91B, 91D) <i>(Not available with the following options: 91A, 91D, 91E, 91F, 91G, 91J)</i> ²	\$699.00 ¹	\$699.00 ²	
TTP ¹ D2T ² DLR ³	Two-tone paint (dealer installed) <i>FOR FOUR DOORS ONLY, FOR ROOF ADD \$400</i> ¹ <i>Dealer installed 2-tone paint to include 4-doors and roof. A,B,C pillars and mirros to remain factory paint.</i> ²	\$896.00 ¹	\$1,500.00 ²	

VEHICLE:	Interceptor Utility (K8A) (ALTERNATE DEALERS)			
DEALER:	Garber Ford Inc.	Garber Ford Inc.	Alan Jay Ford Lincoln	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$27,555.00	\$27,405.00	\$26,997.00	\$27,426.00
76R ¹ 76R ² 76R ³	Reverse sensing <i>Factory reverse sensing system. - and - (55B 54Z - BLIS blind spot monitoring system with cross traffic alert \$544.)</i> ²		\$274.00 ¹	\$274.00 ²
68Z ¹ 68Z ³	Roof mounted luggage rack, no center cross beams		\$154.00 ¹	NA
65L ¹ 64B ² 64B ³	Wheel covers <i>18" full face wheel covers - or - (64E - 18" Painted Aluminum wheels (4) \$474)</i> ²		\$59.00 ¹	\$59.00 ²
CONS ¹ CC-FDPI-14 ² 96T ³	Optional equipment - specify <i>HAVIS POLICE CONSOLE WITH CUPHOLDERS AND ARMREST (Add \$596 for PSM - HAVIS PASSENGER SIDE LAPTOP MOUNT PACKAGE WITH UNIVERSAL LAPTOP MOUNT, TILT/SWIVEL)</i> ¹ <i>TROY PRODUCTS 14" sloped console with computer deck, Includes floor plate, face plates, 4" internal dual cup holder, 3" shallow tray, (3) DC outlets, and height adjustable 5"x8" armrest.</i> ² <i>REAR TRAFIC LIGHT FACTORY INSTALLED</i> ³		\$586.00 ¹	\$640.00 ²
S-RCS ¹ CM-UMNT-SA-LED ² 96W ³	Optional equipment - specify <i>SETINA CARGO, FIREARMS AND ELECTRONICS STORAGE SOLUTION. Heavy Duty, Light Weight Aluminum Construction. Modular 2 or 3 Drawer Design. Multiple Lock Options. Lockable Top Tier for Firearms. High Capacity ball bearing slide rails, 300lb capacity. Mounts to back of 12VS(sold separately) or floor brackets. Lower drawer sold separately and not included in this price.</i> ¹ <i>TROY products computer U-style mount with easy one handed operation and swing arm, docking station not included.- add - (CM-LT-1500 - TROY products deluxe laptop tray for computer up to 15" wide x 11.5" high \$375.) - or - (CM-UMNT-SA-HAV - TROY PRODUCTS U-style computer mount with easy one-handed operation and swing-arm to accommodate customer supplied Havis docking station, bolts to TROY console \$475.) - and - (UT-101 - Havis standard universal laptop mount with lock \$355.)</i> ² <i>WINDSHIELD LIGHT FACTORY INSTALLED</i> ³		\$1,242.00 ¹	\$435.00 ²
BLACRAC ¹ CC-PI-MC18 ² 63B ³	Optional equipment - specify <i>SETINA BLAC-RAC SINGLE MOUNT: Firearms mounting systems provide easy, quick access to your firearms or less than lethal guns. The modular "T-Rail" technology allows the weapon systems to be easily converted from partition mount to a stand-alone mount by simply adding a base. "T-Rail" technology also provides maximum adjustability for multiple weapons and flexibility to accommodate multiple gunlock heads. Stand alone mount is \$150</i> ¹ <i>TROY PRODUCTS 18" L-shaped vehicle specific console includes floor plate, face plates, 4" internal dual cup holder, 3" shallow tray, (3) DC outlets, and height adjustable 5"x8" armrest.</i> ² <i>SIDE MIRROR LIGHTS FACTORY LIGHTS</i> ³		\$545.00 ¹	\$785.00 ²
CM-SDMT-SA-LED ² 21L ³	Optional equipment - specify <i>PROPANE CONVERSION ON NON-ECOBOOST ENGINES. CALL FOR TANK LOCATIONS.</i> ¹ <i>TROY Products side computer mount with easy one-handed operation and swing-arm to accommodate customer supplied Troy docking station, bolts to console. - add - (CM-LT-1500 - Troy Products deluxe laptop tray \$340) - or - (CM-SDMT-SA-HAV - TROY Products side computer mount with easy one-handed operation and swing arm to accommodate customer supplied Havis docking station, bolts to console \$520.) - add - (UT-101 - Havis standard universal laptop mount with lock \$255.) - upgrade - (SL - upgrade either side computer mount stands to include swing arm & slide feature, add \$110.)</i> ² <i>FRONT AUX WARNING LIGHTS FACTORY INSTALLED</i> ³		\$9,350.00 ¹	\$460.00 ²

VEHICLE:	Interceptor Utility (K8A) (ALTERNATE DEALERS)			
DEALER:	Garber Ford Inc.	Garber Ford Inc.	Alan Jay Ford Lincoln	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$27,555.00	\$27,405.00	\$26,997.00	\$27,426.00

CP-UV-CARGO-MNT ² 63L ³	Optional equipment - specify TROY PRODUCTS tilt-up cargo mount to allow access to the spare tire with full-size storage vault. - and - (CP-GB403212-TL - TROY products storage vault, 40"Wx32"Lx12"H". Includes two (2) lockable draw-tight handles, carpet on top, foam on floor \$1640.) - and - (AC-UV-TRAY-H - TROY products tilt-down electronics tray, mounts to the TROY cargo mount \$390.) ² REAR QUARTER GLASS LIGHTS FACTORY INSTALLED ³	NA	\$530.00 ²	
GR5K ¹ GR5000 ² DLR ³	Go Rhino 5000 Series Push Bumpers Go-Rhino 5000 series Road Defender steel push bumper. ²	\$546.00 ¹	\$640.00 ²	
LS3P ¹ LS3P ² DLR ³	Rear Transport Seat – Laguna System 3P 3P X-TREME PATROL CAR SEATS WITH LAGUNA SEAT BELTS ¹ Laguna LS3P transport seat with standard placement belts and rear partition. - or - (LS3P-RB Laguna LS3P transport seat with ready buckle and rear partition \$1855.) ² REQUIRES REAR PARTITION ³	\$896.00 ¹	\$1,690.00 ²	
TRS-PG6K ¹ PG2600 ² DLR ³	Rear Transport Seat – Pro Gard 6000 Series Pro Gard Prisoner Transport Seats for the SUV come with either our Polycarbonate Window or Wire Screen Window Cargo Barrier to provide a solid mounting platform for the Seat to attach to. The seat and floor pan are designed to fit snug against one another as well as, the contours of the PI Utility to prevent any gaps and crevices where prisoners might otherwise hide contraband or evidence. Each piece is molded from a single sheet of high strength ABS for durability that resists the daily abuse of transporting prisoners. ¹ Progard transport seat with rear partition. - or - (PS-FDUV-OS-R - Troy products rear transport seat with officer safe buckles and rear partition with side window screens \$1855.) ² INCLUDES REAR CAGE ³	\$1,350.00 ¹	\$1,860.00 ²	
	Rear Transport Seat with extended seat belt – Patriot PSCV1 DOOR & WINDOW - (WG-FDUV-SET - TROY window barriers only \$345.) - add - (ADP - Setina aluminum door panel \$255.) ²	NA	NA ²	
SPB-12 ¹ PB12 ² DLR ³	Setina PB100A12 – 12" Aluminum Push Bumper	\$575.00 ¹	\$530.00 ²	
SPB-16 ¹ PB16 ² DLR ³	Setina PB100A16 – 16" Aluminum Push Bumper	\$590.00 ¹	\$540.00 ²	
SPB-300 ¹ PB300-T ² DLR ³	Setina PB300 Push Bumper Setina BodyGuard PB300 Push Bumper ? or ? (PB400?T ? Setina BodyGuard PB400 Aluminum Push Bumper \$635) ? or ? (PB450L2?T Setina BodyGuard Push Bumper with (2) built in LED's \$1265)) ? or ? (PB450L4?T Setina BodyGuard Push Bumper with (4) built in LED's \$1655) (For lighted push bumpers, specify LED color ie red, blue, amber, white) ²	\$560.00 ¹	\$685.00 ²	
PG 2600 ¹ DLR ³	Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed	\$765.00 ¹	NA	
8S ¹ 8S-T ² DLR ³	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed Setina model #8 stationary window with 1/2 vinyl coated expanded metal and 1/2 polycarbonate window and lower extension panel. - or - (8S-RP-T Setina model #8 stationary window with 1/2 vinyl coated expanded metal and 1/2 polycarbonate window with recessed panel option and lower extension panel \$1360.) - add - (DVPM ? Setina universal XL dual weapon vertical/partition mounted \$655.) ²	\$896.00 ¹	\$1,205.00 ²	

VEHICLE:	Interceptor Utility (K8A) (ALTERNATE DEALERS)			
DEALER:	Garber Ford Inc.	Garber Ford Inc.	Alan Jay Ford Lincoln	Duval Ford
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BASE PRICE:	\$27,555.00	\$27,405.00	\$26,997.00	\$27,426.00

10S ¹ 10S-T ² DLR ³	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed <i>Setina model #10-S partition with horizontal sliding polycarbonate window and lower extension panel. (10S-RP-T ? Setina model #10-S recessed panel partition with horizontal sliding polycarbonate window and lower extension panel \$1420.) - add - (DVPM ? Setina universal XL dual weapon vertical/partition mounted \$655.)? or ? (TROY TP-E-SL6-FS-SS large window partition with sliding window, crawl-through barrier and weapon recess panel. Includes mounting kit and big foot pocket (installed) \$1310) ? and ? (DWGM ? Troy products dual weapon gun mount (includes locks, specify type) \$420)²</i>	\$996.00 ¹	\$1,265.00 ²	
12S ¹ 12V ² DLR ³	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat <i>ALSO AVAILABLE WITH 1-Piece Scratch-Resistant Coated Polycarbonate Window at same price.¹</i> <i>SETINA Rear partition between 2nd row seat & cargo area, SPECIFY LEXAN OR EXPANDED METAL -or- (TP-FDUV-R - TROY products rear partition with square-hole pattern. Includes cargo side window panels. \$1745.)²</i>	\$799.00 ¹	\$615.00 ²	
K9 ¹ EZ RIDER ² DLR ³	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices. <i>American Aluminum EZ Rider K9 unit platform system, includes freight and installation. - add - (Hot-N-Pop - Radio Tronics Ace K9 Hot-N-Pop to include: door pop & heat alarm, engine stall sensor kit, no K9 left behind feature, long range remote pager module with 10" fiberglass mast antenna, 10" fan kit, heavy-duty fan guard, and carbon monoxide sensor \$3325.) - add - (SUVault - American Aluminum SUV Vault powder coated black with single drawer includes 4" basket top, width wise divider, and foam insert \$1425.)²</i>	\$2,696.00 ¹	\$2,745.00 ²	
HP ¹ DLR ³	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position.	\$899.00 ¹	NA	
HAS ¹ DLR ³	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle. <i>Radio Tronics Ace K9 Heat alarm pro includes: Temp alarm system includes horn activation, siren activation, light activation, dual window drop, Engine stall sensor, no K9 left behind, 10" window fan, fan guard, carbon monoxide sensor, Long range remote pager module with 10" fiberglass mast antenna.²</i>	\$946.00 ¹	\$3,570.00 ²	
INSTR ¹ LABOR ² DLR ³	Labor rate per hour <i>EVT CERTIFIED INSTALLATION¹</i> <i>(Labor Rates Based on Single Vehicle Build)²</i>	\$105.00 ¹	\$110.00 ²	
YTAG ¹ NEW-TAG ² DLR ³	New state tag (specify state, county, city, sheriff, etc.) <i>Includes temp tag & two way overnight shipping for signature.²</i> <i>INCLUDES 30.00 ADMIN FEE³</i>	\$116.55 ¹	\$284.33 ²	
TTAG ¹ TEMP-TAG ² DLR ³	Temporary tag	\$6.00 ¹	\$45.25 ²	
TR ¹ TRANS-TAG ² DLR ³	Transfer existing registration (must provide tag number) <i>Includes temp tag & two way overnight shipping for signature.²</i> <i>INCLUDES 30.00 ADMIN FEE³</i>	\$86.00 ¹	\$198.85 ²	

VEHICLE:	Interceptor Utility (K8A) (ALTERNATE DEALERS)			
DEALER:	Garber Ford Inc.	Garber Ford Inc.	Alan Jay Ford Lincoln	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$27,555.00	\$27,405.00	\$26,997.00	\$27,426.00

BMP345 ²	Maintenance Plan - specify MANY OPTION PLANS AVAILABE. CONTACT DEALER FOR SUITABLE PLANS AT LAST PRICING. ¹ 3 yr 45,000 mile(5000 mile interval, includes a total of (9) visits). ²	NA ¹	\$580.00 ²	
BMP575 ²	Maintenance Plan - specify MANY OPTION PLANS AVAILABE. CONTACT DEALER FOR SUITABLE PLANS AT LAST PRICING. ¹ 5 yr 75,000 mile(5000 mile interval, includes a total of (15) visits). ²	NA ¹	\$910.00 ²	
BMP6100 ²	Maintenance Plan - specify MANY OPTION PLANS AVAILABE. CONTACT DEALER FOR SUITABLE PLANS AT LAST PRICING. ¹ 6 yr 100,000 mile(5000 mile interval, includes a total of (20) visits). ²	NA ¹	\$1,140.00 ²	
AMW ² FP ³	Warranty - specify MANY OPTION PLANS AVAILABE. CONTACT DEALER FOR SUITABLE PLANS AT LAST PRICING. ¹ All VENDOR INSTALLED aftermarket equipment subject to 1 year parts only warranty FOB Alan Jay Fleet Processing Center, Sebring FL. Reference FSA Contract Terms and Conditions 3.21 - Vendor Installed. ² 5/100 BASE CARE 0 DED ³	NA ¹	Incl. ²	
EC575 ² FP ³	Warranty - specify MANY OPTION PLANS AVAILABE. CONTACT DEALER FOR SUITABLE PLANS AT LAST PRICING. ¹ Extra Care 5 yr 75k mile (\$0 Ded) Extended Warranty - or - (PC575 - Premium Care 5 yr 75k mile (\$0 Ded) Extended Warranty \$2535) ² 5/100 EXTRA CARE 0 DED ³	NA ¹	\$1,845.00 ²	
PC6100 ²	Warranty - specify MANY OPTION PLANS AVAILABE. CONTACT DEALER FOR SUITABLE PLANS AT LAST PRICING. ¹ Premium Care 6 yr 100k mile (\$0 Ded) Extended Warranty ²	NA ¹	\$3,490.00 ²	

FERNANDINA BEACH

Prepared for:		Contract Holder		DATE:
FERNANDINA BEACH CAPTAIN JIM NORMAN 904-310-3204 jnorman@fbfl.org		Duval Ford Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 Laura.Torbett@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210		5/14/18
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL				
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA17-VEH15.0 chassis / FSA17-VEL25.0. (www.fisheriiffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>				
Labor	Code	Equipment	Price	
0	SPEC 6	2018 FORD INTERCEPTOR POLICE RATED UTILITY - AWD K8A	\$ 26,259.00	
0	99R	3.7L V6 TI-VCT FFV ENGINE	NC	
0	STD	POWER WINDOWS/ DOOR LOCKS	NC	
0	153	Front License Bracket	NC	
0	51Y	Driver's Side (Left Hand) Spotlight	NC	
0	BUK	BACK UP CAMERA- MIRROR	NC	
0	61S	REMAPPABLE SWITCHES FOR SYNC	\$ 154.00	
0	55F	REMOTE KEYLESS ENTRY	\$ 339.00	
0	KEY	THIRD KEY	\$ 176.00	
0	68G	REAR DOOR HANDLES INOPERATIVE	\$ 34.00	
0	18W	REAR WINDOWS INOPERATIVE	\$ 24.00	
0	60R	RADIO NOISE SUPPRESSION	\$ 99.00	
0	43D	COURTESY LIGHT DISABLED	\$ 19.00	
0	17T	REAR DOME LIGHT	\$ 49.00	
0	47A	ENGINE IDLE SYSTEM	\$ 259.00	
0	RS	RAINSHIELDS- FLANGE	\$ 140.00	
0	53M	SYNC	\$ 294.00	
0	76R	REVERSE SENSING	\$ 274.00	
0	TEMP	TEMP TAG	\$ 16.00	
0			\$ -	
0	YZ	OXFORD WHITE	\$ -	
0	9W	CHACOAL BLACK BUCKETS/ REAR VINYL SEATING	\$ -	
0			\$ -	
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$135 \$ -	
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.		
UNIT COST			\$ 28,136.00	
TOTAL QUANTITY		2	TOTAL PURCHASE \$ 56,272.00	

Vehicle, Options and Equipment List

Vehicle and Equipment Total

\$49,506.36

Qty	Each	Total
2	\$49,506.36	\$99,012.72

Police Interceptor Utility K8A(Explorer)

\$26,259.00

87R	Rearview Camera Monitor Relocated to Rearview Mirror	\$0.00
61S	Remappable Switches	\$154.00
595	Remote Keyless Entry Fob	\$339.00
KEY	Additional Key	\$176.00
68G	Rear Door Handles Inoperative	\$34.00
18W	Rear Windows Inoperative	\$24.00
60R	Noise Suppression	\$99.00
43D	Courtesy Light Disabled	\$19.00
17T	Rear Dome Light	\$49.00
47A	Engine Idle System	\$259.00
RS	Rain Shields-Flange Type	\$140.00
53M	Sync	\$294.00
76R	Reverse Sensing	\$274.00
Temp	Temp Tag	\$16.00
Color	Oxford White (YZ)	

Vehicle Total	\$28,136.00
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DSS Police Vehicle Equipment List

Manf.	Item	Description	Qty	Price	Total
Whelen	Legacy	Duo	1	\$ 1,925.00	\$ 1,925.00
Whelen	CCSRN3	CENCOM-Sapphire	1	\$ 543.33	\$ 543.33
Whelen	SA315P	Siren Speaker	1	\$ 138.00	\$ 138.00
Whelen	OE34UR6	Outer Edge Rear	1	\$ 545.16	\$ 545.16
Whelen	VTX609C	Vertex-Clear	2	\$ 56.00	\$ 112.00
Whelen	VTX609R	Vertex-Red	1	\$ 56.00	\$ 56.00
Whelen	VTX609B	Vertex-Blue	1	\$ 56.00	\$ 56.00
Whelen	WIONJ	ION LED Red	1	\$ 96.30	\$ 96.30
Whelen	WIONJ	ION LED Blue	1	\$ 96.30	\$ 96.30
Whelen	WIONJ	ION LED Red/Blue	2	\$ 96.30	\$ 192.60
Whelen	IONGROM	ION Body Mount Grommet	2	\$ 3.82	\$ 7.64
Whelen	LINSV2	V-Series Blue	2	\$ 131.07	\$ 262.14
Whelen	LSVBKT34	Under Mirror Bracket for LINSV2	2	\$ 13.10	\$ 26.20
Havis	C-VS-1308-INUT	21" Console	1	\$ 243.28	\$ 243.28
Havis	C-LP-3	3 12V Outlet Plate	1	\$ 26.79	\$ 26.79
Havis	C-ARM-101	Armrest	1	\$ 47.82	\$ 47.82
Havis	C-MC	Mic Clip	2	\$ 6.69	\$ 13.38
Havis	C-MCB	Mic Clip Bracket	2	\$ 8.52	\$ 17.04
Havis	PKG-PSM-153	Laptop Mounting Package	1	\$ 394.56	\$ 394.56
Havis	C-CUP2-I	Cupholder	1	\$ 25.57	\$ 25.57
Havis	C-ARPB-110	Printer Mount	1	\$ 127.28	\$ 127.28
StreamLt	75735	Stinger AC/DC LED	1	\$ 122.05	\$ 122.05
Setina	PK0118ITU12SCA	8VS 1/2 Lexan 1/2 Exp Metal	1	\$ 398.43	\$ 398.43
Setina	PK0123ITU122ND	12-VS Exp Metal Cargo Barrier	1	\$ 263.26	\$ 263.26
Setina	GK0068E	180E Blac-Rac T-Rail (Mounted on 8S)	1	\$ 465.55	\$ 465.55
Setina	BK2019ITU16	PB450 L4 (Red/Blue)(Split R-B)	1	\$ 676.67	\$ 676.67

Magnetic Mic	MMSU-1	Magnetic Mic Holders	2	\$	27.77	\$	55.54
BLI	PSI-12PRO-SP	Priority Start Battery Saver	1	\$	80.00	\$	80.00
Install Kit		Install Kit	1	\$	55.00	\$	55.00
Installation		Installation	1	\$	1,210.00	\$	1,210.00
Shipping		Shipping (Must Include)	1	\$	355.00	\$	355.00
						\$	-

DSS Total	\$ 8,633.89
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Watchguard ICC/BWC

Manf.	Item	Description	Qty		Price		Total
Watchguard	VIS-EXT-WIF-001	4RE/VISTA WiFi	1	\$	5,920.00	\$	5,920.00
Vista Transfer Sta	VIS-VTS-CAM-1ST	Transfer Station	1	\$	498.33	\$	498.33
Shipping		Shipping (Must Include)	1	\$	61.66	\$	61.66

Watchguard Total	\$ 6,479.99
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Motorola Mobile Radio

Manf.	Item	Description	Qty		Price		Total
Motorola	APX4500	APX 4500 7/800 w/TDMA	1	\$	4,047.48	\$	4,047.48

Hasty's Total	\$ 4,047.48
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Kustom Signals Radar

Manf.	Item	Description	Qty	Price	Total
Kustom Signals	RP-1	Raptor 833	1	\$ 1,899.00	\$ 1,899.00
Shipping		Shipping (Must Include)			

Crimson Tech Total	\$ 1,899.00
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Brother Printers

Manf.	Item	Description	Qty	Price	Total
Brother	PF723	Thermal Printers	1	\$ 310.00	\$ 310.00

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-75
Sole Source Vendor Approval - Johnstone Supply

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-75

SYNOPSIS: The City's Maintenance Department utilizes Johnstone Supply for the purchase of HVAC parts and systems throughout the City. Johnstone Supply is a national wholesale parts distributor and is also the distribution dealer for Goodman, Daikin, Amana, and Coleman HVAC systems. Johnstone Supply sells to licensed, commercial businesses only and has a distributor center in Jacksonville that provides delivery service to Fernandina Beach. Expenses with Johnstone Supply will exceed \$20k in this Fiscal Year.

This Resolution is a proactive measure to have the ability to continue to purchase necessary parts and/or equipment as needed for the remainder of Fiscal Year 2017/2018.

Staff recommends approving Johnstone Supply as a sole source vendor for authorized parts and related equipment in excess of \$20,000 for FY 17/18.

FISCAL IMPACT: Funds are budgeted within each department's Repair/Maintenance accounts.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-75.

Jeremiah Glisson, Fleet & Facilities Maintenance Director	05/14/2018
Dale Martin, City Manager	05/17/2018
Patti Clifford, Comptroller	05/17/2018
Tammi E. Bach, City Attorney	05/18/2018

Date: May 14, 2018

Submitted By: Cathy Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2018-75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING JOHNSTONE SUPPLY AS THE SOLE SOURCE VENDOR FOR PARTS AND RELATED EQUIPMENT FOR HVAC SYSTEMS FOR FY 2017/2018; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the purchase of parts and related equipment for HVAC systems are purchased through Johnstone Supply of Jacksonville; and

WHEREAS, expenses during FY 2017/2018 are anticipated to exceed the sole source limit of \$20,000 and City Commission approval is required for sole source expenses exceeding this amount; and

WHEREAS, staff recommends approving Johnstone Supply as a sole source vendor for HVAC parts and related equipment beyond \$20,000.

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

SECTION 1. The City Commission hereby approves Johnstone Supply as a sole source vendor for FY 2017/2018 for HVAC parts and related equipment for the Maintenance Department.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute any documents pertaining to authorization of sole source upon review and approval of the City Attorney.

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

ADOPTED this 5th day of June, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
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 2018-76
Agreement Extension - Synovus Bank

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-76

SYNOPSIS: City staff is very satisfied with the customer service from Synovus, formerly 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 are copies of Resolution 2012-109 and Resolution 2017-96.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-76.

Nicole Bednar, Administrative Services Manager	05/14/2018
Dale Martin, City Manager	05/17/2018
Tammi E. Bach, City Attorney	05/17/2018
Katie Newton, Legal Assistant	05/17/2018

Date: May 09, 2018

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2018-76

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 second and final optional one-year renewal 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, 2019.

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 SYNOVUS, formerly First Coast Community Bank, 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 June, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
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 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 second and final, optional one-year renewal period at the same costs, terms and conditions provided for in the initial five-year period of the Agreement.

Whereas, the parties to this contract desire to extend the existing agreement for the second and final 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 is hereby extended for one (1) additional year.

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

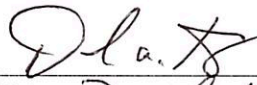
3. That the new expiration date for this agreement is July 17, 2019.

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

CITY OF FERNANDINA BEACH

SYNOVUS

By: _____
Its: _____



By: David A. Keay
Its: Vice President

ATTEST:

WITNESS:

CITY CLERK



Courtney E. Riner

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>PCC</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

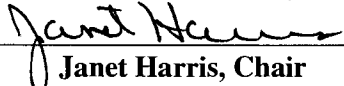
Member Harris made a motion to award the banking RFP to First Coast Community Bank this was seconded by Member Spino. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

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:

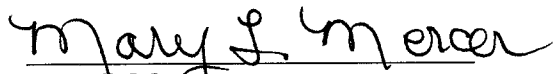
SECTION 1. The City Commission hereby adopts the recommendation of the Evaluation Committee and awards RFP # 12-103 to First Coast Community Bank to continue as the City's banking services provider.

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
Customer City of Fernandina Beach
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

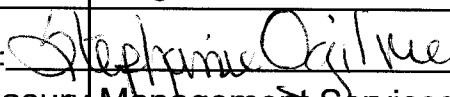
such termination, or the payment obligations of Customer with respect to Services performed by Bank prior to termination, or any other obligations that by their nature would survive termination of this ACH Addendum.

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: 

Title: Treasury Management Services

Date: 07/09/2012

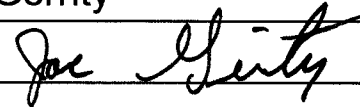
Address for notice: _____

Bank Representative: Stephanie Ogilvie

City of Fernandina Beach

Customer

By: Joe Gerrity

Signature: 

Its Authorized Officer/Member/Partner

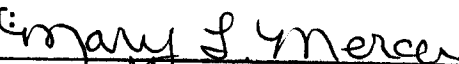
Date: 07/09/2012

Address for notice: _____

E-mail: _____

Initial Credit Entry Amount: 342,600

Initial Debit Entry Amount: 342,600

ATTEST: 
By: _____
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

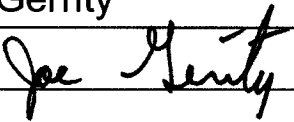
Signature
jharris@fbfl.org

E-mail Address

City of Fernandina Beach

Customer

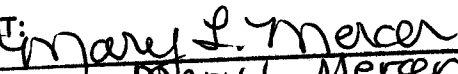
By: **Joe Gerrity**

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:

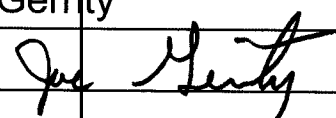
<u>General Fund</u>	<u>1030030</u>	<u>063113099</u>
Account Title	Account Number	ABA Routing Number
<u>Payroll</u>	<u>1030048</u>	<u>063113099</u>
Account Title	Account Number	ABA Routing Number
<u>Utility Billing</u>	<u>1031384</u>	<u>063113099</u>
Account Title	Account Number	ABA Routing Number
<u>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

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

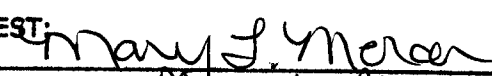
By: Joe Gerrity

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

Bank # 375
Customer City of Fernandina Beach
Customer TIN 596000317

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

Bank # 375

Customer City of Fernandina Beach

Customer TIN 596000317

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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Customer TIN 596000317

- (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

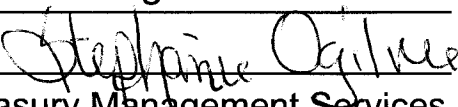
provided us for notice, or by mail to the street address you have provided us, as Bank may select. You agree that our ability to communicate with you is dependent on the validity of your e-mail address on our records, and that you will promptly notify us of any change in your e-mail address and that 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: 

Title: Treasury Management Services

Date: 7/9/2012

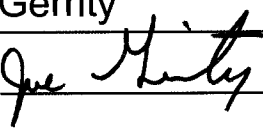
Address for notice: _____

Bank Representative: Stephanie Ogilvie

City of Fernandina Beach

Customer

By: Joe Gerrity

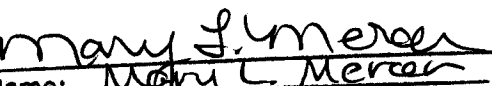
Signature: 

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

Date: 7/9/2012

Address for notice: _____

E-mail: _____

ATTEST: 
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:

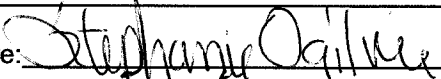
Telephone:

E-mail Address:

Signature:

First Coast Community Bank

By: Stephanie Ogilvie

Signature: 

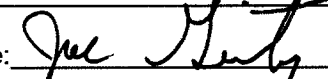
Title: Treasury Management Services

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
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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

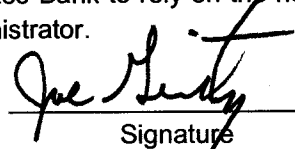
Customer hereby designates the following Accounts for the Positive Pay Service:

<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 L. 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:

<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>General Obligation Bond</u>	<u>1030055</u>	<u>063113099</u>
Account Title	Account Number	ABA Routing Number
<u>Cemetery Perpetual Care Fund</u>	<u>1030071</u>	<u>063113099</u>
Account Title	Account Number	ABA Routing Number
<u>FSA</u>	<u>1030444</u>	<u>063113099</u>
Account Title	Account Number	ABA Routing Number

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

<u>Loan Title</u>	<u>Loan Number</u>
<u>Loan Title</u>	<u>Loan Number</u>
<u>Loan Title</u>	<u>Loan Number</u>

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

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:

[illegible]

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:

Loan Number	Loan Title	ABA Routing Number
Loan Number	Loan Title	ABA Routing Number
Loan Number	Loan Title	ABA Routing Number

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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:

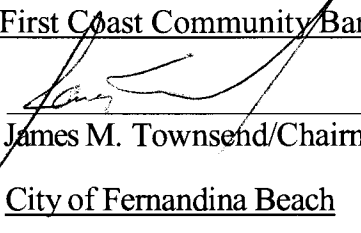
Attachment A — Emergency Procedures Policy

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.

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.

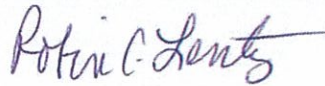
ADOPTED this 5th day of July, 2017.

ATTEST:



Caroline Best
City Clerk

CITY OF FERNANDINA BEACH



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

Dee L. Martin

By: _____
Its: _____

FIRST COAST COMMUNITY BANK,
A division of Synovus

David A. Keay

By: David A. Keay
Its: Vice President

ATTEST:

Caroline Best

CITY CLERK

WITNESS:

APPROVED AS TO FORM:

JEBR

CITY ATTORNEY

FUNDING SOURCE: 0011300 55200 Finance Operating Expenses

APPROVED AS TO FUNDING AVAILABILITY:

P.H. Clifford

FINANCE DEPARTMENT

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-77
Award of RFP #18-02 - Purvis Gray & Company, LLP

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-77

SYNOPSIS: RFP #18-02 was posted to solicit proposals for Independent Financial Audit Services. The current agreement with Purvis Gray & Company, LLP expires with the Fiscal Year ended September 30, 2017 audit.

The Evaluation Committee (Chip Ross, Chris Bryan, Paul Booton, Patti Clifford and Cricket Poston) reviewed and discussed the Auditor Selection Procedure and RFP before it was issued. The Committee met again to discuss their evaluations and make a recommendation to the City Commission. The minutes of the Evaluation Committee meetings, including the resulting recommendation, are attached.

FISCAL IMPACT: Funding for this project will be included in the City's 2018/2019 budget (various departments and funds). The cost of the Fiscal Year end September 30, 2018 audit, excluding Federal or State Single Audits, is \$62,500. If required, the City will be charged an additional \$3,500 for each single audit.

CITY ATTORNEY COMMENTS: If the City Commission agrees with the City Manager that James Moore & Co., P.L. should be the City's auditor for the next three years (five years with renewals), a motion can be made to amend this Resolution to not accept the recommendation of the Auditor Selection Committee and to enter into a professional services agreement with James Moore & Co., P.L. for audit services. Florida law requires an Auditor Selection Committee but does not require that the City Commission accept the Auditor Selection Committee's recommendation. James Moore & Co., P.L. is qualified to serve as City Auditor as documented by the Auditor Selection Committee.

CITY MANAGER RECOMMENDATION(S): The City has had a lengthy and productive relationship with Purvis Gray & Company, LLP. I believe, however, that the City's and general public's best interest is better served by retaining a new auditing firm.

Over the course of recent weeks, I asked several finance professionals that if presented two highly qualified firms, one of which has served the City for several years, and coupled with the transition to a new Comptroller, should the City retain the current auditor or seek the assistance of the other firm. The responses were unanimous: select the non-incumbent firm.

Therefore, despite the Audit Selection Team recommendation to retain Purvis Gray & Company, LLP, I recommend that the City Commission amend proposed Resolution 2018-77 and retain James Moore for a three-year term as the City's auditor (and include the opportunity for two one-year extensions, for a total service time with the City not to exceed five years).

Nicole Bednar, Administrative Services Manager	05/15/2018
Dale Martin, City Manager	05/22/2018
Tammi E. Bach, City Attorney	05/22/2018
Katie Newton, Legal Assistant	05/25/2018

Date: May 09, 2018

Submitted By: Patti Clifford, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2018-77

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDED RFP #18-02 TO PURVIS GRAY & COMPANY, LLP FOR INDEPENDENT AUDITOR SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City established an Auditor Selection Committee as required by Florida Statute Section 218.391; and

WHEREAS, the Auditor Selection Committee solicited Requests for Proposals (RFP) for Independent Auditor Services, and two qualified submittals were opened on April 26, 2018; and

WHEREAS, the Committee evaluated the submittals and Purvis Gray & Company, LLP had three first place rankings and votes versus the James Moore submittal with two first place rankings and the overall highest point total; and

WHEREAS, funding is available as budgeted in various departments of the City of Fernandina Beach for charges related to audit services.

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

SECTION 1. The City Commission hereby approves the Award of RFP #18-02 to Purvis Gray & Company, LLP for the purpose of providing independent financial audit services to the City of Fernandina Beach for a period of three years as recommended by the Auditor Selection Committee.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute all documentation necessary to contract with Purvis Gray & Company, LLP, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon adoption.

ADOPTED this 5th day of June, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney



Request For Proposals: RFP #18-02

INDEPENDENT AUDIT SERVICES

CITY OF FERNANDINA BEACH

204 Ash Street

Fernandina Beach, FL 32034

Due: 10:00 a.m. EST; Thursday, April 26, 2018

Proposal Issued by: Patti Clifford, Comptroller, at pclifford@fbfl.org
Published: March 28, 2018

For Proposal Documents and Updates: Visit <http://www.fbfl.us/bids>.

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General Information

The City of Fernandina Beach, Florida is accepting competitive sealed proposals for Independent Audit Services. The City will receive sealed proposals at the location stated below not later than **10:00am on, Thursday, April 26, 2018.**

Submittal Information

Any submittal received after **10:00am on, Thursday, April 26, 2018** will not be considered. It shall be the sole responsibility of the Responder to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Responder.

The RFP submittal (1 original, 5 copies) and an electronic version (CD or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software) must be delivered to City Hall in a sealed package, clearly marked on the outside and addressed to:

**City of Fernandina Beach
City Clerk's Office
Independent Audit Services-RFP# 18-02
204 Ash Street
Fernandina Beach, FL 32034**

Hand delivered submittals are to be taken to the Clerk's Office at the above address.

The proposal shall be submitted on the specified **Contact Sheet** (1 original, 5 copies), hereto attached as "**Exhibit A**". The person signing the Proposal Response Form shall have the authority to bind the proposal. All information on the Proposal form shall be provided, or the Proposal may not be accepted.

The competitive sealed Proposal shall be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**".

City of Fernandina Beach, FL
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Questions regarding this solicitation must be received via email by Patti Clifford, Comptroller, at pclifford@fbfl.org.

Responses to questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Fernandina Beach's website; www.fbfl.us/bids, Bid Posting web page and to the OnviaDemandStar website www.demandstar.com. It is the Responder's responsibility to check the City's website for Addenda prior to submitting their proposal.

If there is an Addendum it becomes part of the original RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

All Responders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Anticipated Schedule

As of the date of the issuance of this RFP, the timetable presented below provides the operative guidelines for the sequence of anticipated events. Should a change be required, the City will post such notification via the web at www.fbfl.us/bids and www.demandstar.com. This schedule is approximate. All dates are subject to change at the discretion of the City of Fernandina Beach.

Mar 28, 2018	Request for Proposals Advertised
Apr 20, 2018	8:00 am <u>Deadline for email questions to be submitted</u>
Apr 24, 2018	5:00 pm Deadline for City's answers to be published
Apr 26, 2018	10:00 am <u>Proposal Opening-Deadline for Receipt of Proposals</u>
May 7, 2018	Committee evaluation scores submitted to Purchasing Agent
May 9, 2018	11:00 am Evaluation Committee meeting to discuss and finalize scores
May 18, 2018	Resolution and Summary added to Commission Agenda
June 5, 2018	City Commission Decision/Approval to negotiate

Proposal Package

The Proposal Package shall contain the following information in the proscribed sequence as “Exhibit Tabs” (identified as A through E) or behind “Proposal Tabs” (A through E).

<u>SEQUENCE</u>	<u>CONTENT</u>
------------------------	-----------------------

Exhibit A	Cover Letter and Contact Sheet
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<u>Proposal TABs A-H</u>	<u>Proposal Format</u>
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The firm’s response should follow the sections described below:

- A. Firm Introduction
- B. Qualifications/Experience
- C. Other Information
- D. References/Governmental Client List
- E. Audit Plan
- F. Independence
- G. Cost & Time Proposal
- H. Sample Contract

<u>Proposal Tab I</u>	Certificates of Insurance: Professional Liability, General Liability and Workers Comp
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<u>Proposal Tab J</u>	Exhibit A	Contact Sheet
	Exhibit B	Public Entity Crimes Statement
	Exhibit C	Drug Free Workplace Certification
	Exhibit D	E-Verify Statement
	Exhibit E	Proposer Acknowledgements and Agreements
	Exhibit F	Conflict of Interest
	Exhibit G	Non-Collusion Affidavit
	Exhibit H	Disputes Disclosure

Introduction to the City

The City of Fernandina Beach (hereinafter referred to as “the City”) is one (1) of three (3) municipalities located in Nassau County on Florida’s First Coast and is the County Seat. Fernandina Beach, Florida is a chartered City Commission/City Manager form of municipal government, which offers a traditional mix of services to a population of approximately 12,000. The City employs approximately 215 full-time equivalent employees with an annual budget of \$134 million including a General Fund budget of approximately \$20 million.

Copies of the Annual Audit Report for the Fiscal Year ended September 30, 2016, which included an unqualified opinion, are available through the City’s website at www.fbfl.us, and then clicking on the *Your Government*, *Departments* and *Finance Department*, *Forms & Documents* menu buttons.

The City’s accounting systems are fully automated. The City’s software is hosted in a VMware virtual environment physically located at the COLOCSX data center in Jacksonville, FL. Software is running on the Windows Server 2012 R2 operating system. The City partially converted to the Tyler MUNIS accounting software in 2017. This process will continue during the current and next fiscal year as Utility Billing and Building/Permitting are converted. All personnel in the Finance department have a dedicated PC. Access to the reconciling software will be made available to the auditors, through the Information Technology Department, which is responsible for maintenance, programming and operation of the system. The general ledger accounting, accounts payable, are fully automated and interface with the basic financial system. The payroll, cash receipts, utility billings and building and permitting data is currently processed as manual journal entries.

The City of Fernandina Beach Golf Course accounting has a separate set of books kept by Billy Casper Golf, which is posted to the City’s General Ledger each month via journal entry.

The entity to be audited includes all City fund types, including:

- General Fund
- Special Funds (11)
- Capital Funds (3)
- Enterprise Funds (7)
- Debt Service Funds (2)
- Internal Service Funds (3)
- Fiduciary Funds (2)

The City’s financial statements have been audited by Purvis Gray & Company since 2004. The City’s supporting work papers may be examined by appointment only with the Finance Department 904-310-3333.

Finance Department personnel include the Comptroller, Accounting Supervisor, Accountants (2), Utility Billing Supervisor and Accounting Clerks (2), who will be available to assist with the preparation of account analyses, schedules, etc.

Operating budgets and capital budgets for governmental fund types are recorded in the automated accounting system. Amendments and transfers are documented within the system.

Purpose

The City of Fernandina Beach, Florida invites qualified firms of Certified Public Accountants, who are licensed to practice in the State of Florida, to submit proposals for the performance of an examination of its fiscal year financial statements for the three (3) periods beginning October 1, 2017 and ending September 30, 2020, subject to the mutual satisfaction of both parties. Contracts beyond this three (3) year period will be awarded annually subject to the mutual agreement of both parties for a period not to exceed an additional two (2) years. The purpose of the examination is to express an opinion on the fairness with which the basic financial statements present the City's financial position, results of operations and cash flows of its proprietary fund types in conformity with generally accepted governmental accounting principles and to determine whether operations were conducted in accordance with legal and regulatory requirements.

Scope of Services

1. The Firm agrees to conduct an audit examination that shall be a financial and compliance audit of the City's financial statements for the Fiscal Years ending September 30, 2018, 2019, and 2020.
2. The Firm agrees to meet the following reporting requirements:
 - a) Section 11.45, Florida Statutes, and other applicable statutes.
 - b) Regulations of the Florida Department of Banking and Finance.
 - c) Rules adopted by the Auditor General for form and content of local government entity audits (chapter 10.550 and 10.600, Rules of the Auditor General).
 - d) Statements issued and adopted by the Governmental Accounting Standards Board.
 - e) Statements on Auditing Standards issued by the American Institute of Certified Public Accountants.
 - f) Government Auditing Standards published by the Comptroller General of the United States.
 - g) Audit and Accounting Guide-Audits of State and Local Government Entities published by the American Institute of Certified Public Accountants.
 - h) Single Audit Act of 1984, Public Law 98-502 and amendments of 1996, Public Law 104.156.
 - i) United States Office of Management and Budget (OMB), Uniform Guidance at 2 CFR 200 subpart F (200.500), Audit Requirements and any other applicable circular issued by OMB.
 - j) Florida Single Audit Act.
 - k) Statements and interpretations issued by the Financial Accounting Standards Board, if applicable.
 - l) Provisions of any other rule, regulation, statute, ordinance, or order which may pertain to the engagement.
3. A financial and compliance audit, "single audit," of Federal and State grants shall be performed, as defined in the GAO's Government Auditing Standards (1988), the provisions of Single Audit Act of 1984 (PL 98-502) and the Office of Management and Budget's (OMB), Uniform Guidance at 2 CFR 200 subpart F (200.500), Audit Requirements and any other applicable circular issued by OMB, Audits of State and Local Governments and the State of Florida, rules of the Auditor General if applicable.

City of Fernandina Beach, FL
Request For Proposals RFP 18-02
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4. The Firm will conduct the audit examination at the fund type level for the purpose of expressing an unqualified opinion on all “Basic Financial Statements” of the City, as set forth in the Governmental Accounting Standards Board (GASB) (and pronouncements of the National Council on Governmental Accounting), and as further interpreted in the Governmental Accounting, Auditing, and Financial Reporting (GAAFR) publication. The Firm will perform their audit of the City’s financial statements in accordance with generally accepted auditing standards and, accordingly, will include such tests as considered necessary in the circumstances. Unless unusual conditions not now foreseen make it impracticable to do so, the Firm will submit a report on its examination of the City’s financial statements which will express an opinion as to the fairness of their presentation in conformity with generally accepted accounting principles. If unable to express an unqualified opinion, the Firm shall notify the City Manager immediately, in writing, with copies to the City Commission stating the reasons therefore. The auditor is not required to audit the combining, individual fund and schedules, however, the auditor is to provide an “in relation to” report on the combining and individual fund financial statements and schedules based on the auditing procedures applied during the audit of the basic financial statements. To comply with the requirements of Chapter 185, Florida Statutes, the City requires an independent audit showing a detailed listing of assets and a statement of all the income and disbursements for the year for the Police and Fire Retirement System Fund and the General Employees’ Retirement System Fund. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. A combining Statement of Plan Net Assets and Combining Statement of Changes in Net Assets are required in the audited financial statements. The auditor is not required to audit the statistical sections included with the financial statements.
5. In addition to the Independent Audit Report, the Firm agrees to prepare the following reports:
 - a) Report on Supplementary Information – Schedule of Federal Financial Assistance.
 - b) Single Audit Report on the Internal Control Structure Used in Administering Federal Financial Assistance Programs.
 - c) Single Audit Report on Compliance with the General Requirements Applicable to Federal Financial Assistance Programs.
 - d) Single Audit on Compliance with the Specific requirements applicable to Major Federal Financial Assistance Programs.
 - e) Report on Supplementary Information – Schedule of State Financial Assistance.
 - f) Report on Compliance with Requirements of State Financial Assistance Programs.
 - g) Report on the Internal Control Structure Based on an Audit of Basic Financial Statements Performed in Accordance with Government Auditing Standards.
 - h) Report on Compliances based on an Audit of Basic Financial Statements Performed in Accordance with Government Auditing Standards.
 - i) Report on Bond Compliance.
 - j) Report on Debt Compliance.
6. The Firm agrees to prepare and type the audit opinion, report on internal control, compliance report, management letter, single audit reports, and other required reports.
7. The auditor in charge of the engagement and the field audit manager must be available to attend up to three (3) public meetings for discussion of the audit progress and final report.
8. The Firm agrees to perform a substantial portion of the audit on City premises. The City agrees to furnish adequate working space that is well-lighted, reasonably comfortable and reasonably proximate to accounting records.

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9. The Firm agrees to provide all equipment, materials, supplies and personnel services to perform the audit. The City agrees to provide, at no cost, all postage and copying costs necessary to perform the audit.
10. By submitting a proposal, the Firm acknowledges that during the proposal period the City may add or delete funds, incur additional debt, engage in new governmental ventures, and otherwise modify or expand its current operations. Modifications to the existing contract terms should not be necessary, unless the changes are significant to the City as a whole and require substantial changes in the audit plan or scope.
11. The City will prepare and type all confirmation letters for the Auditor to mail.
12. Assistance in implementing Government Accounting Standards Board Statements issued after GASB Statement 68.

Performance Specifications

1. To be eligible to qualify as external auditor, the following minimum requirements must be met:
 - a) The Firm must have been established as a legal entity, be licensed in the State of Florida, and have a minimum of three (3) years of experience in Florida governmental financial audits.
 - b) The Firm must submit an affirmation that the proposer meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, published by the U.S. General Accounting Office, and as specified by generally accepted governmental auditing standards.
 - c) The Firm must submit an affirmation that the proposer does not have a record of substandard audit work and have not been found deficient in a peer review.
 - d) The partner in charge of the audit and the certified public accountant in charge of field work must have completed, within the immediate preceding two (2) years, at least eighty (80) hours of continuing professional education, of which at least twenty-four (24) hours are approved by the Board of Accountancy, and are directly related to the governmental environment and governmental auditing.
2. The audit shall be performed in compliance with the requirements of: Chapter 79-589, Laws of Florida.
3. The audit shall be a financial audit as defined in Section 11.45(1)(b), Florida Statutes, and shall cover the three (3) year period beginning October 1, 2017 and ending September 30, 2020 with the expectation that annual contracts will be awarded for a maximum of two (2) additional years thereafter, subject to the mutual agreement of both parties.
4. The audit is to be conducted at the fund type level, which is the same level as in the prior fiscal year, and shall be conducted in accordance with generally accepted governmental auditing standards, and shall include a review and evaluation of the City's system of internal accounting controls.
5. The auditors shall submit, not later than fifteen (15) working days after the end of the field work, a draft of the Management Letter, which shall identify material weaknesses observed in the system of internal accounting control, assess their effect on financial management and propose steps to eliminate the weaknesses. The final Management Letter and all required audit reports shall be submitted no later than March 1st, and the presentation of the audit to the City Commissioners no later than March 30th.

City of Fernandina Beach, FL
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6. The partner in charge of the audit and the audit manager or supervisor must be available to attend up to three (3) public meetings for discussion of the audit progress and final report.
7. The auditor shall, without charge, make their work papers available to authorized City personnel and any Federal or State agency upon request and in accordance with Federal and State Law and Regulations. All working papers and reports must be retained at the Auditor's expense for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period.
8. The auditors will prepare and print all financial statements, footnotes, schedules, including client-requested schedules to meet bond requirements, etc., and required reports during the contract period. The Auditor will bind all into a single document. Twenty (20) originals of the final report and one (1) copy in PDF format shall be delivered to the Comptroller no later than March 30 following the end of the fiscal year under audit.
9. For all applicable Federal and State grant programs, the auditors shall provide twenty (20) originals of the Single Audit Report and other required grant reports.
10. The City agrees to prepare preliminary working trial balances, and to close the books and prepare the majority of required schedules and a final working trial balance by December 31st each year. The Finance Department will prepare all standard schedules and analysis requested by the Firm. Computer generated schedules and analyses will be utilized wherever practical, provided information is presented in substantially the same format as requested.
11. The City shall prepare the Comprehensive Annual Financial Report with special assistance from the auditor, as needed.
12. The auditors will assist the City of Fernandina Beach in preparing the Management Discussion and Analysis (MD&A). The City shall retain ultimate responsibility for the preparation of this document; however, the auditor shall proof read the entire MD&A, perform an overall review and suggest improvements and perform audit or other review as required by accounting guidelines.
13. Periodically the City of Fernandina Beach may require separate audits and/or consulting to be performed. The Auditor will be expected to perform these audits and/or consulting engagements requested by the City outside of the standard audit at a mutually agreed upon hourly rate.

Proposal Submission Content

Section A – Firm Introduction

This section should contain information about your Firm's:

1. Overall experience providing audit services, the firm's history, and office location (s). Include complete information regarding experience in this type of service, number of years, number of employees, etc.
2. The firm should state the size of its governmental audit staff, the location of the office from which the work on this engagement will be performed, the number and nature of the professional staff in the governmental audit area based from the managing office location distinguished between full-time and part-time employees.
3. The firm is required to submit a copy of the report of its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

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Independent Audit Services

4. The firm shall disclose for the past five (5) years if a successful errors and omissions (E&O) claim was made against the firm arising out of the rendering of or failure to render professional services.
5. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

Section B – Qualifications/Experience

This section should contain qualifications and experience of personnel expected to be assigned to this engagement. A minimum of two (2) full-time CPA's must be employed and assigned to the audit for the City of Fernandina Beach.

- 1) Please submit resumes of key personnel who will be assigned including engagement partner(s), manager, other supervisors and specialists.
 - a. List audits and audit dates this proposed team has worked on together.
 - b. For all CPA'S assigned to the engagement, affirm that they have properly maintained Continuing Professional Education (CPE) credits in governmental accounting, as required by the Board of Accountancy.
 - c. Indicate whether each identified person is registered or licensed to practice as a certified public accountant in the State of Florida.
 - d. Provide information on the governmental auditing experience of each person.
 - e. Provide current professional organization membership that is relevant in the performance of this audit.
- 2) Indicate how the quality of staff over the term of the agreement will be maintained.
- 3) For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 3) performed over the last five (5) years similar in nature to the engagement outlined in this RFP.

Section C – Other Information

This section should address any other information necessary for a full understanding of your services.

1. Provide information on any additional services offered by your Firm.
2. Describe the Firm's and the Firm's personnel's involvement in Governmental Accounting committees and associations.
3. Provide a brief description of any continuing professional education seminars that the Firm offers for its clients.
4. Describe the Firm's approach to peer review.
5. Provide any other information the Firm feels would enhance the City's understanding of your services.
6. Describe the Firm's approach to continuing professional education related to government.
7. Provide a brief description of any continuing professional education seminars that the Firm offers for its clients. Please provide cost information as well as method of teaching (instructor, online, etc.).

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Section D – References/Governmental Client List

1. Provide a listing of **all** Florida governmental clients serviced during the last three (3) years by the designated office that will provide audit services to the City. The listing should contain only Florida governmental entity clients, a contact person with their phone number and date of services.
2. Provide a listing of other governmental clients serviced during the last three (3) years by the designated office that will provide audit services to the City. The listing should contain a contact person for the governmental entity along with their phone number and date of services.

Section E – Audit Plan

This section should clearly describe the detailed audit plan and methodology for meeting objectives outlined in the *Scope of Services* and *Performance Specifications* sections. **No cost information shall be included in this Section.**

1. Describe the overall approach that the Firm would take in this audit engagement including the extent to which statistical sampling techniques would be used.
2. Describe the approach that would be used to review the adequacy of the City's system of internal control.
3. Describe the approach that would be taken in auditing information systems.
4. Describe the approach that would be used in testing for legal compliance.
5. Describe the Firm's reaction to each of the following:
 - a) While many firms establish "firm policies" on issues of GAAP for which existing GAAP is unclear, please address the steps which would be taken if, where there is not established GAAP and the City proposed to take an alternative approach to the "firm's policy".
 - b) If a question of a GAAP interpretation arises between City staff and the audit team, what steps would be taken to adequately determine the actual intent/direction of the available/applicable guidance?
 - c) There is the concern of the City in having the Partner in Charge and/or Audit Manager becoming complacent in the audit under a multi-year agreement. Describe how the firm structures the staffing of the engagement to address this concern.
6. The City would like to implement procedures to obtain the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Describe the assistance that your firm would provide in meeting these requirements.
7. Describe the process that the Firm will take to produce a meaningful "Management Letter".

Section F – Independence

1. The Firm should provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.
2. The Firm should also list and describe the Firm's professional relationships, if any, involving the City for the past five (5) years.
3. The Firm shall give the City written notice of any professional relationships entered into during the period of this agreement.

Section G – Cost and Time Proposal

This section should contain all pricing information relative to performing the audit engagement as described in the RFP as well as estimated completion times. The total all-inclusive cost is to contain all direct and indirect costs including all out-of-pocket expenses. Out-of-pocket expenses for firm personnel (e.g. travel, lodging and subsistence) will be reimbursed at the rates used by City of Fernandina Beach for its employees. All estimated out-of-pocket expenses to be reimbursed should be shown in Exhibit E. All expense reimbursement will be charged against the total all-inclusive maximum cost submitted by the firm.

The City of Fernandina Beach will not be responsible for expenses incurred in preparing and submitting any part of the firm's proposal.

If it should become necessary for the City of Fernandina Beach to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the rate set forth in the schedule of fees and expenses ~~included in the sealed dollar cost document.~~

Section H – Sample Contract

This section should include a sample of a contract for a similar engagement that the firm would expect to have executed should it be selected.

City Selection

The City of Fernandina Beach will select a finalist by considering the proposed compensation package as a *best and final offer*; although, it reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.

Additional Information

Each proposal shall be considered binding and in effect for a period of 90 calendar days following the proposal opening.

Evaluation Process

1. RFP Certification
After opening the responses, the Audit Chair and staff will review the contents of each submittal to ensure that all mandatory elements have been properly completed and submitted. If any deficiencies are found, a determination will be made with the counsel of the City Attorney as to whether the deficiency warrants disqualification of the response.
2. Auditor Selection Committee
Proposals submitted will be evaluated by a five (5) member Auditor Selection Committee consisting of one (1) City Commissioner, Comptroller and three (3) other members selected by the City Commission which may be City of Fernandina Beach residents or other City of Fernandina Beach staff.
3. Proposal Review
The Audit Selection Committee will use a point system during the review process to score proposals. Each member of the Committee will independently score each response based on the Evaluation Criteria described below with the exception of the Cost Proposal. The Audit Committee will then meet and to review and discuss these evaluations and to combine the individual scores into a composite score for each firm.

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~~After the non-cost element score has been established, the sealed dollar cost envelope will be opened and additional points will be added to the initial score. The maximum score for cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate scores will be assigned to the other proposers.~~

4. Evaluation Criteria

Recommendations for award shall be based upon the City's ability to differentiate qualifications applicable to the scope and nature of the services to be performed per this Request for Proposal. The criteria include, but are not limited to, the following:

- A. Firms experience
- B. Qualifications of staff
- C. Other Services offered and their relevance to the City.
- D. Firm's approach to CPE.
- E. References and Client Listing.
- F. Audit Plan.
- G. Independence
- H. Cost Proposal. (Cost will NOT be the primary criteria in the firm selection).

5. Presentations

Before establishing a final score, the Audit Selection Committee may, at its discretion, request clarification of content contained in the response. This process may be conducted over the telephone or in person depending on the material to be covered. An audio recording of all such discussions will be made. Not all firms may be asked to participate in such a discussion.

6. Selection

Pursuant to Florida Statutes, Section 218.391, the City of Fernandina Beach shall select the highest ranked firm recommended by the Audit Selection Committee and negotiate a contract. If the City does not reach agreement with the firm, it shall proceed to negotiate with the next highest ranked firm, and if no accord is reached, then to the next highest ranked firm.

It is expected that a firm will be selected no later than June 5, 2018 with contract execution by June 25, 2018, after City Commission approval.

7. Right to Reject

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

The City reserves the right without prejudice to reject any or all proposals.

Evaluation Criteria

Evaluation Components	Weight
Firms experience	20
Qualifications of staff	20
Other services offered and relevance	5
Firms approach to CPE	7
References & Client Listing	9
Audit Plan	15
Independence	7
Cost Proposal	17
MAXIMUM POINTS	100

GENERAL CONDITIONS OF INVITATION TO BID
“GENERAL”

1. **PREPARATION OF BID** - INVITATION TO BID shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Bid Form, attached hereto as “Exhibit A”, shall be used when submitting your INVITATION TO BID.
 - b. All information required by the Contact Sheet/Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
 - e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid
 - i. Deliveries are to be made during regular business hours.
 - j. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.
2. **SUBMISSION OF BID**
 - a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.

- b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BID

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BID

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BID

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

9. BONDS

- a. If Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond required.
- b. If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- c. If Bid is \$100,000 - \$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- d. If Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days

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after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE
INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR 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

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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 CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR'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 CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR 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.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.

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8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.

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- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing, www.epls.gov/eplsearch.do. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

17. LOBBYING

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

EXHIBITS

EXHIBIT “A”	Contact Sheet
EXHIBIT “B”	Public Entity Crimes
EXHIBIT “C”	Drug-Free Workplace Certification
EXHIBIT “D”	E-Verify Statement
EXHIBIT “E”	Proposer Acknowledgments and Agreements
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Non-Collusion Affidavit
EXHIBIT “H”	Dispute Disclosure

EXHIBIT “A”

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

***See preferred method of payment under “Prompt Payment Act” section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT “D”

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT “F”

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity’s ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Signature My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 2017, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT “H”

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Firm _____ Date _____

Authorized Signature _____ Printed or Typed Name and Title _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**City of Fernandina Beach, Florida
Addendum No. 1
For
Request for Proposals
Audit Services RFP 18-02**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of RFP 18-02. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: _____ **TITLE:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Proposals
Audit Services RFP 18-02

A. Questions and Answers:

- 1) Please provide us with a copy of all audit adjustments for FYE 9/30/17 and 9/30/2016. **See attached for FYE 9/30/2016. Entries for FYE 9/30/17 not available because audit is not wrapped up as of this date.**
- 2) Why is the City going out for proposal? **The current agreement expires with the FYE 9/30/2017 audit.**
- 3) From a financial standpoint, what are the City's top three priorities? **In the Comptroller's opinion: working with FEMA and the City Manager to get the Marina rebuild completed; improved financial reporting using Munis; getting Munis Fixed Assets , Project Ledger, and Grants module squared away.**
- 4) Has anything significant happened in the current year, which is different from prior years? Is something significant expected and/or budgeted to occur in the current year, or soon thereafter, which a potential auditor should be aware of? **The current Comptroller is due to retire 1/2/2019. Nothing unusual in the budget or budget process anticipated.**
- 5) What has been exhibited by the current auditors that the City values the most? The least? **Current audit firm is very available – helps with GASB entries, debt issue/refinancing entries etc. Current auditor does not have a nearby office (Jacksonville).**
- 6) The 9/30/17 Audited financial statements were not available via the website. Please provide a copy. **The 9/30/2017 audit report is not completed – the anticipated completion date is June. This is primarily due to the following factors which took place in the past fiscal year: 2 hurricanes; accounting system conversion from IMS to Munis; loss of a seasoned accountant.**
- 7) Per the 9/30/16 audited financial statements it is the City's intention to implement the recording of OPEB Liability per GASB 75. What is the City's plan to ensure the actuarial data is received on a timely basis for inclusion in the 9/30/2018 financial statements? **The City employed an actuary and has prepared the OPEB / GASB 75 entries for the current fiscal year.**
- 8) Please provide a listing of workpapers and schedules provided to the auditor last year. **See attached listing.**
- 9) On the top of page 6 of the RFP it indicates A-E for tabs, but looks like per the rest of page we should have tabs A-J. Which is correct? **Should be A-J.**
- 10) RFP page 6 Exhibit A indicates to include the cover letter and contact sheet prior to the tabs and in Tab J it indicates to include the contact sheet there too. Which is correct? **Exhibit A - The cover letter and "contact information" will be the contact person. Exhibit A in Proposal tab J requests "contact information for accounting contacts and payment".**
- 11) RFP page 6 indicates to include the Cost & Time Proposal as one of the tabs and page 14 (section G) refers to a sealed dollar cost document and so does the top of page 15. Please provide additional

clarification of whether a sealed cost dollar cost is required and specifically what is cost items are required to be included. Many city's provide a standard form so all CPA firms provide the same information and then makes it easier to compare. **All references to submitting "sealed" cost estimates should be struck. Please see re wording of the last sentence of Section G, page 14** Any such additional work agreed to between the City and the firm shall be performed at the rate set forth in the schedule of fees and expenses ~~included in the sealed dollar cost document.~~ **Please strike the last paragraph of Section 3 top of page 15 as follows: After the non-cost element score has been established, the sealed dollar cost envelope will be opened and additional points will be added to the initial score. The maximum score for cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate scores will be assigned to the other proposers.**

- 12) RFP page 12 Section C items 3 and 7 ask for the same information in the first sentence of both. Please clarify if all the information should just be provided in item 3. **Please provide all information in Item 3 including cost information – ignore Item 7.**
- 13) RFP page 14 refers to Exhibit E, but exhibit E is Proposer's acknowledgements and agreements. Is there a different exhibit for the cost information? **There is no Exhibit E related to the Cost and Time proposal. Instead, include all estimated out of pocket expenses to be reimbursed in Section G / Tab G.**
- 14) Page 3 instructs us to label the outside of our sealed package with the City's information (address, RFP number, etc.). However, page 16 states that the envelope should be addressed "as instructed on the Bid Form" (Exhibit A) and that we should include other information (our name and address of the bidder, date and hour of invitation to open bid, and the service being offered). Please clarify the information required for the outside of the sealed envelope? **The correct submittal information is as stated on page 3 of the RFP - "The RFP submittal (1 original, 5 copies) and an electronic version (CD or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software) must be delivered to City Hall in a sealed package, clearly marked on the outside and addressed to:**
City of Fernandina Beach
City Clerk's Office
Independent Audit Services-RFP# 18-02
204 Ash Street
Fernandina Beach, FL 32034
Hand delivered submittals are to be taken to the Clerk's Office at the above address."
- 15) Is the City drafting the financial statements, notes to financial statements, and MD&A? **The City provides the Trial Balances and much of the underlying data for the notes. The City is solely responsible for the MD&A.**
- 16) RFP page 9 – refers to combining and individual financial statements and a statistical section. The City currently does not present these in the financial statements. Also, on page 11 #11 it indicates the City prepares CAFR. Will 9/30/2018 be the first year preparing a CAFR. **The City does not anticipate preparing a CAFR for FYE 9/30/2018.**
- 17) Should the total All-Inclusive Maximum annual fee include the cost of the Federal and State Single Audit? or should this be a separate fee per major program required to be tested? **The cost of the Federal and State Single Audit should be presented as a separate fee.**

- 18) Please provide a copy of the bond compliance and debt compliance reports referred to on page 9 of the RFP items 5i and 5j. To date, no separate reports have been prepared on bond and debt compliance. However, the current auditors do review the City prepared debt covenant documentation, and the City's Annual Disclosure Report prepared by Hilltop Securities.
- 19) As provided for on page 7 of the RFP we would like to examine the City's supporting workpapers. Please arrange via email with the City Comptroller, pclifford@fbfl.org.

End of Addendum 1

CITY OF FERNANDINA BEACH BID OPENING

RFP 18-02 INDEPENDENT AUDITOR SERVICES

APR 26, 2018 Bid Opening

Opened by Patti Clifford and Wanda Weak

[illegible]

Purvis Gray & Company

ORIGINAL

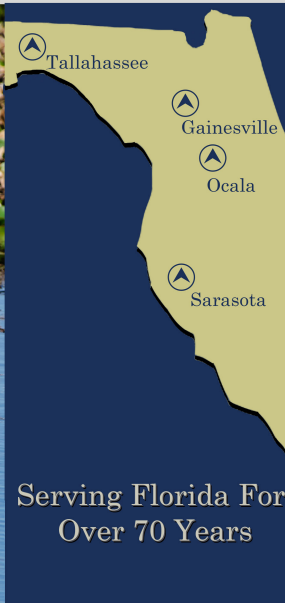
Certified Public Accountants



Ocala



Gainesville



Serving Florida For
Over 70 Years



Sarasota



Tallahassee

AUDIT PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA

RFP# 18-02

INDEPENDENT AUDIT SERVICES

222 NE 1ST STREET GAINESVILLE, FL 32601

2347 SE 17TH STREET OCALA, FL 34471

5001 LAKEWOOD RANCH BLVD N. SUITE #101 SARASOTA, FL 34240

443 EAST COLLEGE AVE TALLAHASSEE, FL 32301



Purvis, Gray and Company, LLP

CITY OF FERNANDINA BEACH, FLORIDA RFP#18-02 Independent Audit Services

City Clerk's Office
Independent Audit Services-RFP# 18-02
204 Ash Street
Fernandina Beach, FL 32034



Trusted Advisors Since 1946

Gainesville • Tallahassee • Ocala • Sarasota

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443 East College Avenue

Tallahassee, Florida 32301



City of Fernandina Beach
Audit Selection Committee
Fernandina Beach, Florida

We appreciate the opportunity to re-introduce Purvis, Gray and Company, LLP (Purvis, Gray and Company) to the City of Fernandina Beach, Florida (the City) and your Audit Selection Committee. We take great pride in our history as the City's auditors and appreciate the opportunity to continue that service. We have received the Request for Proposal to audit the City's financial statements for the fiscal years ending September 30, 2018 through 2020, with the option to renew up to 2 additional years by mutual agreement of both parties. We understand the scope of the work to be performed, and give you our commitment to perform the engagement within the time period stated in the Request for Proposal. This proposal is a firm and irrevocable offer for ninety (90) days.

We recently celebrated our 70th anniversary, having audited and advised Florida local governments almost since our inception in 1946. *Our firm is a Florida statewide firm with offices in Gainesville, Tallahassee, Ocala, and Sarasota with approximately 70 individuals. Our size allows us to provide the depth of talent often associated only with national firms, delivered at the service level you, the client, would expect from only a local firm.*

Our audit practice has a heavy concentration of local governmental audits; in fact, it is the single largest segment of the firm. We are currently providing auditing services to 25 municipalities, 5 counties, 7 school boards, over 20 community development districts, 5 electric cooperatives, and multiple other special districts and nonprofit organizations, all throughout the state of Florida. As such, we are attuned to your audit needs, and completely up-to-date on all aspects of local governmental auditing in the state of Florida.

Why Purvis, Gray and Company?

- Founded in 1946, with Over 70-Year History of Providing Excellent Client Service
- Extensive Experience in Auditing Local Governments Similar in Size and Scope to You
- Quality and Experience of our Engagement Team, Including Partners on Site
- Partner Assigned to Engagement Serves on FGFOA Technical Resources Committee
- **Our Commitment to Constant Communication and Availability for Questions Year-round at No Additional Cost**
- Audit Approach:
 - Understand the Business Risks Associated with the City
 - **Place Experienced Audit Team in the Field**
 - Identify and Resolve Issues Early, Meet Deadlines
 - Extensive Federal and State Single Audit Experience
- Technology Proficiencies and Efficiencies:
 - Fully Paperless Audit Systems
 - Computer-assisted Audit Techniques (CAAT)
 - Information Technology Professionals to Perform IT General Controls Review
 - Additional IT Consulting and Cybersecurity Assurance Capabilities Available
- 16 Hours of CPE Credits Offered to Clients Annually, at No Charge
- **Availability to Meet with City Commissioners, City Manager, and Comptroller Individually for Review of Financial Reports**
- Assistance with Implementation of New Standards
- Experience in Preparation of Financial Reports for Local Governments, Including an Expert Typing and Production Department to Ensure Delivery of a Professional Product to the City

City of Fernandina Beach
Audit Selection Committee
Fernandina Beach, Florida

Our prior experience with the City will allow us to seamlessly step in without having a steep learning curve, providing a quality audit product and expert industry advice and stability as the City goes through the process of hiring a new Finance Director next year. The City has been a valued client of the firm for several years and will continue to be, and you can be assured that the engagement will command immediate attention and priority service from our firm.

The Audit Firm Rotation Issue

As the City goes through the Audit RFP process, someone may ask if it is time to rotate auditors. ***Independent studies by the AICPA and Public Companies Accounting Oversight Board (PCAOB) have concluded that audit firm rotation actually reduces audit quality and that in fact, there is a direct relationship between auditor tenure and auditor competence. These studies demonstrate that the more your auditor knows about you, the less chance of an audit failure.*** No authoritative body, including the AICPA, PCAOB, Florida Auditor General, and the Government Accountability Office (GAO) recommends audit firm rotation.

Furthermore, the PCAOB has found that audit failures are three times more likely to occur within the first two years of changing auditors when the new auditors are still learning about the new client. We have climbed that learning curve in previous years and are knowledgeable about nearly all the City operations and staff. In addition, audit services are not a commodity, and not all audits are the same. The general consensus of these bodies is that if you have found a good audit team that provides an effective and efficient audit you are fortunate and there is no need to change auditors.

We have, from time to time, rotated partners on the engagement and involved new partners to ensure a fresh perspective on the City's audit, while still maintaining the institutional knowledge that is critical to a quality audit.

Again, we appreciate the opportunity to present Purvis, Gray and Company to the City and look forward to the opportunity to work with you and fulfill this commitment to serve. If we can supply you with additional information or discuss this commitment further with you, we are available at your convenience.

Respectfully submitted,

PURVIS, GRAY AND COMPANY, LLP



Barbara Boyd, CPA
Audit Partner

Respectfully submitted,

PURVIS, GRAY AND COMPANY, LLP



Ryan M. Tucker, CPA
Audit Partner



CITY OF FERNANDINA BEACH FLORIDA

We are extremely pleased to present our credentials to provide auditing services to the City. You will be a valued client and you can be assured that the engagement will command immediate attention and priority service from our firm. We are confident that we have the professional skills, relevant technical experience, audit team availability, and commitment to provide the level of service that you require. The detailed information requested in your RFP begins on page 5. Below is a brief summary of our experience:

BRIEF SUMMARY

Firm's Experience

Our firm maintains a specialized practice and we represent a large clientele of governmental audits, with an emphasis on utilities, throughout the State of Florida. We have developed our presence in the audit industry over the past 70 years to include: 25 municipalities, 5 counties, 7 school boards, over 30 nonprofit organizations, and various other for-profit entities.

Qualifications of Staff

Purvis, Gray and Company's number one priority is client service. The best way to provide valuable service is with quality personnel, and we pride ourselves on finding and hiring the best employees. Our Information Technology professionals have extensive experience and proficiency working in various computerized environments. They are familiar with a wide variety of accounting and operational software products. We believe that client service starts with open communication, and in-depth knowledge of the City that will continue beyond the delivery of our product. **We will respond quickly to your needs.** You will not have to train our auditors; we do not randomly rotate staff, and you will regularly see partners and managers in the field. All our Audit Department personnel are in full compliance with the continuing educational requirements of the State of Florida and the AICPA.

Other Services Offered

Our firm offers a variety of other services to our clients. Some of these services include, troubleshooting tax and accounting areas associated with our audits; consulting services; continuing education classes without additional charge; and we offer a wide range of information technology consulting expertise.

CPE Approach

As members of the Governmental Audit Quality Center of the AICPA, each CPA is required to obtain forty hours of CPE each year. Your entire audit team is in full compliance with the CPE requirements set forth under US General Accounting Office *Government Auditing Standards*, 2011 Revision.

Client References

Based upon the track record that we have established, we are a known commodity in the State of Florida, and you can verify from our references the level of expertise and service you will be receiving from our firm.



Audit Plan

Our approach is designed to avoid interruption of service, raise the standard of service, and establish ongoing channels of communication with management and your audit committee. One of our firm's goals is to perform as much audit work as possible during interim fieldwork. This allows us to better schedule our annual workload, and minimize the pressure on your staff to maintain timetables and meet deadlines after year-end.

In addition, it permits the earliest possible identification and resolution of accounting and auditing issues. **We fully intend and expect to meet all of your audit deadlines.**

Independence and Firm License

We are independent of the City as defined by the AICPA and in *Government Auditing Standards*. We are properly licensed and registered for public practice in the State of Florida. Our professional staff are properly licensed and registered to practice as certified public accountants in the State of Florida or "exam-eligible".

Cost Effectiveness

We will conduct an effective audit as efficiently as possible for a competitive fee. **Our audit fees include year-round phone calls, technical assistance, and research questions.**

TAB A—Firm Introduction

1—Overall Experience Providing Audit Services

Brief History

Purvis, Gray and Company was founded in 1946, in Gainesville, Florida by two University of Florida accounting professors, Mr. Roy Purvis and Mr. Howard Gray. The firm has been in business for over seventy years and has been auditing local governments for substantially all of that time. Purvis, Gray and Company has grown into an organization with over seventy professionals and support personnel. Our firm listing of all professional personnel appears on the next page.

The firm offers all services traditionally associated with CPA firms, which can generally be summarized as Audit, Tax, and Information Technology services. The Audit Department is the largest department comprising approximately sixty percent of gross revenues. The Audit Department has a concentration of work in the local government industry, with an emphasis on municipal utilities. We currently provide audit services to twenty-five municipalities, five counties, seven school boards, two charter schools, numerous special districts, nonprofits and other related organizations.

Licensed to Practice in the State of Florida

The legal name of our firm is Purvis, Gray and Company, LLP (Purvis, Gray and Company). We are organized as a Florida Limited Liability Partnership, authorized to do business in the State of Florida. We are properly licensed and registered for public practice as certified public accountants in the State of Florida and all audit staff assigned to your engagement are licensed to practice as certified public accountants in the State of Florida or “exam eligible”. A copy of our firm license to practice in Florida is shown below:



Office Locations



Purvis, Gray and Company has offices in Gainesville, Tallahassee, Ocala, and Sarasota. ***Our multiple office locations throughout the state are the result of organic growth of the firm, without merger or acquisition, which we attribute to our pursuit of technical excellence and great client service.*** Our firm operates on a department basis rather than an office basis, therefore, audit department personnel from different offices routinely work together.

TAB A—Firm Introduction

1—Overall Experience Providing Audit Services (Continued)

Firm Personnel

MANAGING PARTNER

David A. Gaitanis, C.P.A.

AUDIT DEPARTMENT

Partners

Ronald D. Whitesides, C.P.A.
Mark A. White, C.P.A.
Helen Y. Painter, C.P.A.
Timothy M. Westgate, C.P.A.
Ryan M. Tucker, C.P.A.
Barbara Boyd, C.P.A.

Managers

Terry W. Kite, C.P.A.
Roberto A. Martinez, C.P.A.
Alison L. Stone, C.P.A.
Gary R. Heder, CISA, CRISC
Kevin R. Smith, C.P.A.
George W. Presnell, III, C.P.A.
Tiffany K. Mangold, C.P.A.
Kathryn B. Eno, C.P.A.
Michael S. Sandstrum, C.P.A.

Professional Staff

Steven W. Huss, C.P.A.
Matthew B. Ganoe, C.P.A.
Kevin W. Fyfe, C.P.A.
Alexander P. Mackriss, C.P.A.
Jeremiah M. Brown, C.P.A.
Mary C. Burns, C.P.A.
Meagan G. Camp, C.P.A. (GA)
Laurie A. Walker
Lauren A. Brown
Ashley M. McGraw
Ken C. Lee
Katrina Esparra
Karli R. Story
Samantha Yazwinski
Taylor Q. Eason
Sean P. Toner
Pearce F. Hogan

ACCOUNTING AND TAX SERVICES

Partners

Steven T. Lee, C.P.A.
Andrew R. Spahn, C.P.A.
Fred L. Doerr, C.P.A.
James W. Patray, III, C.P.A.
Rachel A. Clements, C.P.A.

Managers

Eric J. Benton, C.P.A.
Janell M. Martin, C.P.A.
Lizette M. Wagoner, C.P.A.
Emily J. Newsom, C.P.A.
Helen A. Ingmarsson, C.P.A.
Jeremy T. Lacey, C.P.A.
Kimberly M. Mottl, C.P.A.
Lisa Marousky, C.P.A.
Heather J. Whitston, E.A.

Professional Staff

Belinda C. Rembert, C.P.A.
Kari M. Presnell, C.P.A.
Melissa N. Bender, C.P.A.
Brent A. Bathurst
Christopher M. Ziegler
Leanne M. Rodriguez

INFORMATION TECHNOLOGY DEPARTMENT

Partner in Charge

Timothy M. Westgate, C.P.A.

Information Technology Auditors

Michael S. Sandstrum, CPA, CISA, CISM, CITP, CGMA
Gary R. Heder, CISA, CRISC

Network Consultants and Programmer/Analyst

Joshua C. Cook, MCP, A+, NET+, VCP, MCSA, ITIL, MCTIP
Leah G. Oehmig, MCP.MBSS
Jon S. May, MCP

ADMINISTRATION DEPARTMENT

PARAPROFESSIONALS – (4 Members Not Individually Listed)

SUPPORT STAFF – (12 Members Not Individually Listed)

TAB A—Firm Introduction

1—Overall Experience Providing Audit Services (*Continued*)

Governmental Experience

Our governmental experience includes the following audits during the past three years. All audits listed are performed in accordance with *Government Auditing Standards* and Federal and State Single Audits, if applicable.



Counties

- Bradford County (Current Client)
- DeSoto County (Current Client)
- Gadsden County (Current Client)
- Hernando County (Current Client)
- Marion County (Current Client)
- Nassau County (Former Client)

Municipalities

- City of Alachua (Current Client)
- City of Atlantic Beach (Current Client)
- City of Bartow (Current Client)
- City of Belleview (Current Client)
- City of Bushnell (Current Client)
- Town of Bronson (Current Client)
- City of Cedar Key (Current Client)
- City of Dade City (Current Client)
- City of Deltona (Current Client)
- City of Eustis (Current Client)
- City of Fernandina Beach (Current Client)
- City of Fort Meade (Current Client)
- City of Green Cove Springs (Former Client)
- City of Jacksonville Beach (Current Client)
- City of Kissimmee (Current Client)
- City of Lake City (Current Client)
- City of Live Oak (Current Client)
- City of Mount Dora (Current Client)
- City of Newberry (Current Client)
- City of Neptune Beach (Current Client)
- City of Ocala (Current Client)
- Town of Orange Park (Current Client)
- City of Sarasota (Current Client)
- City of St. Augustine Beach (Current Client)
- City of St. Cloud (Current Client)
- City of Williston (Current Client)



Special Districts

- Bartow Municipal Airport Development Authority (Current Client)
- East County Water Control District (Current Client)
- Gainesville-Alachua County Regional Airport Authority (Current Client)
- Northwest Florida Water Management District (Current Client)
- Peace River Manasota Regional Water Supply Authority (Current Client)
- Withlacoochee Regional Water Supply Authority (Current Client)

TAB A—Firm Introduction

1—Overall Experience Providing Audit Services (*Continued*)

Engagements with Electric, Water, Sewer, and Gas Utility Experience

Purvis, Gray and Company is the premier firm for audits of municipal utilities in the State of Florida.

Electric, Water, Sewer, and Gas Utilities

- City of Alachua
- City of Atlantic Beach
- City of Belleview
- City of Bartow
- City of Bushnell
- DeSoto County
- Dog Island Conservation District, Tallahassee
- East County Water Control District, Lehigh Acres
- City of Eustis
- City of Fernandina Beach
- Florida Gas Utility, Gainesville (FGU)
- Florida Municipal Power Agency (FMPA)
- City of Fort Meade
- Gainesville Regional Utilities
- City of Green Cove Springs
- Hernando County
- City of Jacksonville Beach
- Kissimmee Utility Authority
- City of Lake City
- City of Lake Wales
- City of Live Oak
- City of Mount Dora
- City of Neptune Beach
- City of Newberry
- North Sumter County Utility Dependent District
- City of Ocala
- Peace River Manasota Regional Water Supply Authority
- City of Sarasota
- City of St. Cloud
- Talquin Electric Cooperative, Inc., Quincy
- Town of Orange Park
- Village Center Community Development District & Affiliates, The Villages
- City of Williston
- Withlacoochee Regional Water Supply Authority, Dade City



TAB A—Firm Introduction

1—Overall Experience Providing Audit Services *(Concluded)*

Defined Benefit Plan Experience



Defined Benefit Plans

Munroe Regional Medical Center Pension Plan
Florida Pest Control and Chemical Company, Inc. Pension Plan and Trust
Clay Electric Cooperative Retiree Welfare Plan
Kissimmee Utility Authority Pension Trust Fund
City of Atlantic Beach, Florida General Employees' Retirement Plan
City of Atlantic Beach, Florida Police Retirement Plan
City of Bartow General Employees' Retirement Plan
City of Deltona, Florida Firefighters' Pension Plan
City of Fernandina Beach, Florida General Employees' Pension Plan
City of Fernandina Beach, Florida Police Officers' and Firefighters' Pension Plan
City of Fort Meade, Florida General Employees' Pension Plan
City of Fort Meade, Florida Police Officers' Pension Plan
City of Fort Meade, Florida Firefighters' Pension Plan
City of Green Cove Springs, Florida Police Officers' Pension Plan
City of Jacksonville Beach, Florida General Employees' Retirement System
City of Jacksonville Beach, Florida Police Officers' Retirement System
City of Jacksonville Beach, Florida Fire Fighters' Retirement System
City of Lake City, Florida General Employees' Pension Plan
City of Lake City, Florida Police Officers' Retirement Plan
City of Lake City, Florida Firefighters' Pension Plan
City of Mt. Dora, Florida General Employees' Retirement Plan
City of Mt. Dora, Florida Police Officers' Retirement Plan
City of Mt. Dora, Florida Firefighters' Retirement Plan
City of Neptune Beach, Florida Police Officers' Pension Plan
City of Ocala, Florida Police Officers' Pension Plan
City of Ocala, Florida General Employees Pension Plan
City of Ocala, Florida Firefighter Pension Plan
City of Orange Park, Florida Police Officers' Pension Plan
City of Orange Park, Florida Fire Fighters' Pension Plan
City of Orange Park, Florida General Employees' Pension Plan
City of St. Cloud, Florida General Employees' Retirement Plan
City of St. Cloud, Florida Police Officers' and Firefighters' Retirement Plan
City of Sarasota, Florida General Employees' Pension Plan

TAB A—Firm Introduction

2—Governmental Audit Area

Governmental Audit Staff

The Audit Department is the largest department in the firm. The mission of the department is to achieve technical excellence which can be used to provide the highest level of quality service to our clients. This higher level of service sets us apart from other firms. **Our audit staff consists of six partners, nine managers, and seventeen other professional staff.** All of the partners and managers are CPAs, as are many of the other professional staff. If not CPAs, the professional staff are “exam-eligible” or working toward it.

Your “engagement team” will be headed by two partners from the Gainesville and Tallahassee offices, with a partner on-site for a significant portion of fieldwork. Governmental audit staff in those offices consists of 3 partners, 3 managers, and 8 professional staff. All audit partners, two managers, and all professional staff are full-time employees.

Our audit staff has extensive experience working in a computerized environment and utilizes notebook computers in the field with Windows XP, and Microsoft Word and Excel. **We employ a paperless audit approach.** We utilize the “paperless” audit documentation system designed by CaseWare International, Inc., the premier industry technology, with an integrated wired or wireless connection in the field. **We are also familiar with most other word processing and spreadsheet software, and a wide variety of accounting software packages.**

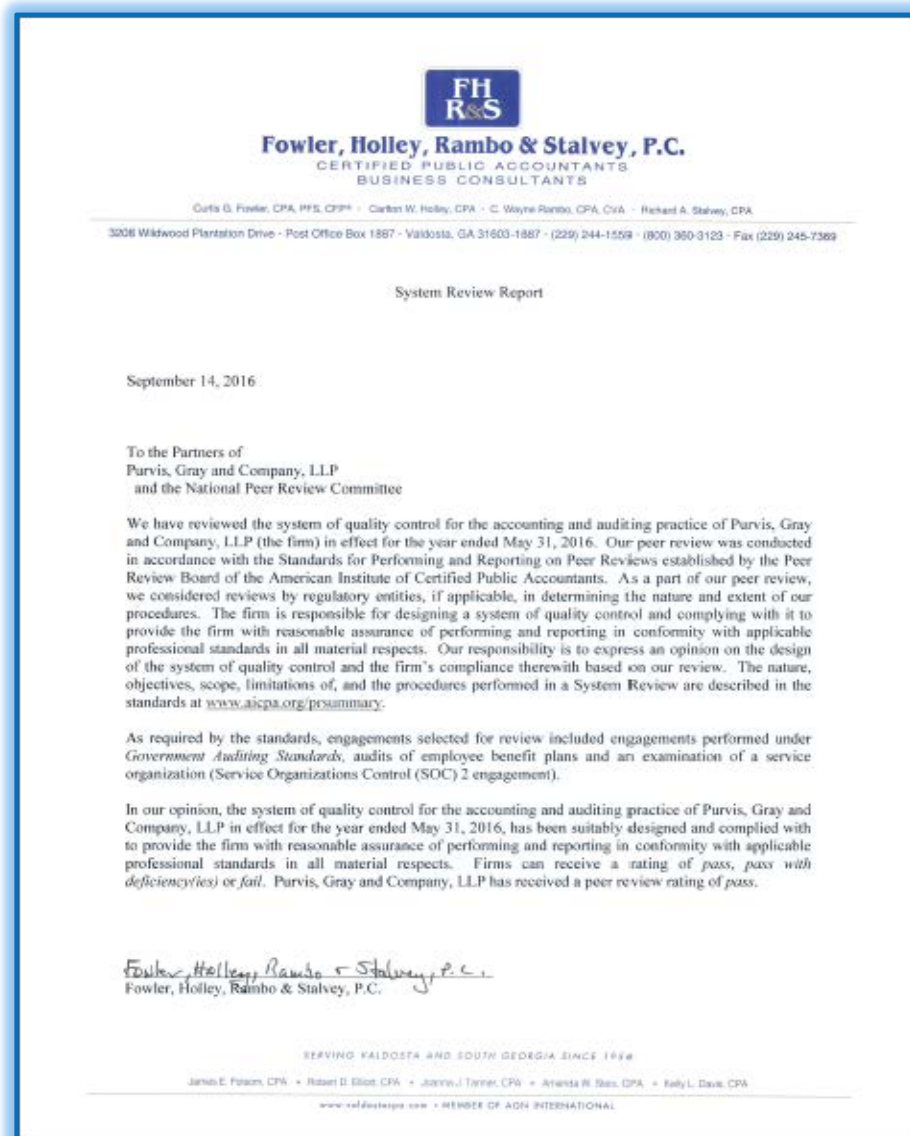
All members of the audit team will be available to your management team whenever you need us. If our physical presence is not needed, our business e-mail addresses and cell phone numbers will be made available for your convenience, and we pride ourselves on responding timely to all client inquiries. **We will be available for troubleshooting year-round without additional billings.**

3—Peer Review

Purvis, Gray and Company is a member of the AICPA's Governmental Audit Quality Center (GAQC). Our firm places high priority on its quality control and has undergone a peer review made by the AICPA at least every three years since 1979. Because our firm has a heavy concentration of governmental clients, governmental audit engagements are selected for review by the peer review team. We have included a copy of our 2016 Peer Review Report, which included a pass rating, with no letter of comment, the highest level that you can obtain.

TAB A—Firm Introduction

3—Peer Review (Concluded)



4—Errors and Omissions (E&O) Statement

Purvis, Gray and Company has had no E&O claims made against our firm in the past 5 years.

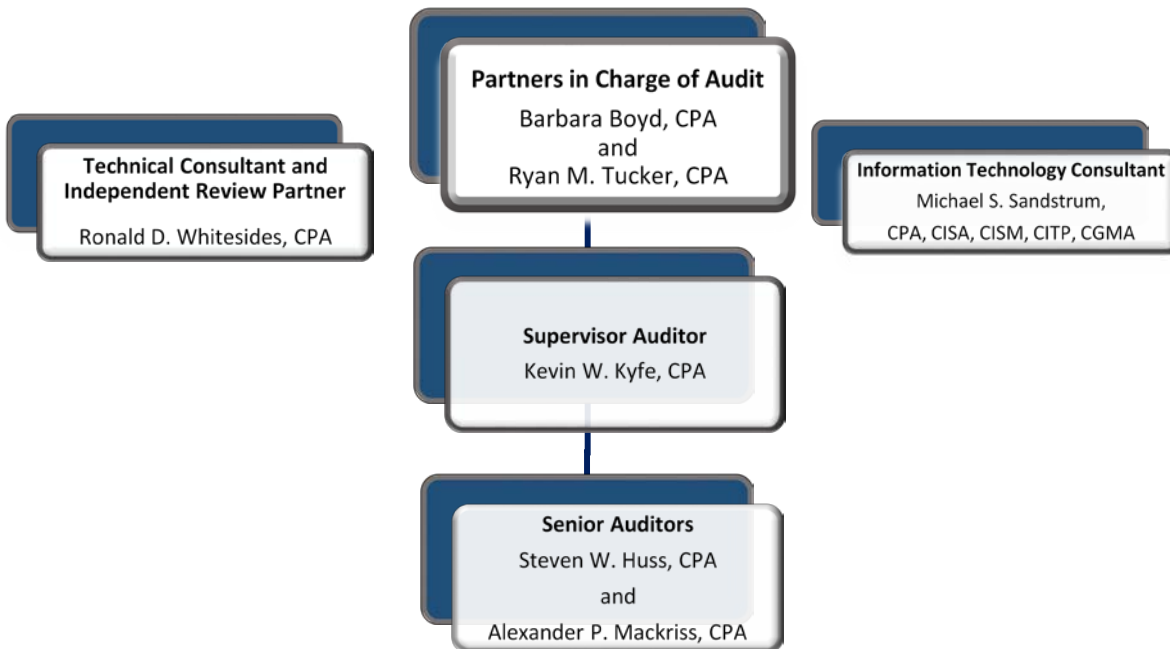
5—No Record of Substandard Work and No Disciplinary Action

Purvis, Gray and Company is not aware of any federal or state desk reviews nor have there been field reviews of its audits during the past 3 years by state regulatory bodies or professional organizations. We have no record of substandard work and have no enforcement actions pending by the State Board of Accountancy or any other regulatory agency or professional organization, nor have we had any such actions in the past 3 years.

TAB B—Qualifications/Experience

1—Identification of Audit Team Members

The firm that will be the most qualified to serve as auditors for the City will be the one that can demonstrate its qualifications through past experience, education, and high quality control considerations. Our firm's approach to staffing audit engagements is to choose partners, managers, and staff based upon a combination of the expertise, experience, and technical ability needed to perform the audit engagement efficiently, and the location of the office. ***The individuals assigned to this engagement possess the necessary technical skills and experience to ensure that the City receives the highest level of service.***



- **Role of the Partners in Charge of Audit**
Overall responsibility for excellent client service, will work closely with client's management and audit manager to ensure that all work is properly planned, executed, and completed. Conducts entrance, exit, and interim work conferences with client and participates extensively in audit fieldwork and the review process.
- **Role of the Technical Consultant and Independent Reviewer**
This team member will provide consultation and review of technical accounting and auditing issues, and a final "cold" review of the audited financial statements and reports.
- **Role of the Supervisor and Senior Auditors**
These team members will be primarily responsible for planning, conducting, and completing all fieldwork. They will participate in entrance, exit, and interim work conferences, and will keep the partner in charge and client fully informed on the job status. In addition, their responsibilities include staff supervision and report preparation. They will review the workpapers and assist in the effectiveness and efficiency of the audit, operating within the time budget.
- **Role of the Information Technology Consultant**
This team member will supervise or perform the review of the City's Information Technology Environment and key IT General Controls, Application Controls, and IT-Dependent Manual Controls in consultation with the audit team. He will also supervise or perform Computer-Assisted Audit Techniques (CAAT) or data analysis in consultation with the audit team. This team member will provide recommendations to strengthen the City's Information Technology Environment and IT-related controls. He will also provide assistance on any IT-related issues, as deemed necessary by the audit team.

TAB B—Qualifications/Experience

1—Identification of Audit Team Members (Concluded)

Audit Team Engagements

Unlike many CPA firms, we use a “departmental” approach instead of an office approach to staffing audit engagements. This means that all of the resources of the audit department are available to the City as opposed to just the individuals in the lead office. By doing this, our employees get a wide variety of experience working with other partners and staff members from other offices. The engagement team listed in this proposal has worked together on a number of audits including the following governmental entities:

AGENCY	ENGAGEMENT PERIOD
City of Atlantic Beach, Florida	2004 to Present
Alachua County School District	2008 to Present
Bradford County, Florida	1994 to Present
Clay County School Board	2011 to Present
City of Fernandina Beach, Florida	2004 to Present
Gadsden County, Florida	2010 to Present
City of Jacksonville Beach, Florida	1996 to Present
City of Lake City, Florida	1998 to 2017
City of Live Oak, Florida	2012 to Present
Nassau County, Florida	2005 to 2016
City of Newberry, Florida	2013 to Present

2—Quality of Staff

We expect your audit team members to be available throughout your contract and option periods. While some staff turnover inevitably occurs, our firm makes every effort to maintain the high quality of our staff. We do this through hiring the best people, providing more than the minimum required continuing education, mentoring, and, most importantly, upper management participate in the audit fieldwork thereby providing true on-the-job training. We do not hire seasonal employees and staff turnover has been relatively low compared to industry standards in the past three years. If it did become necessary to change any team members on your audit, it would be discussed with you in advance, and we would obtain your written approval. The City has the right to approve or reject replacements.

3—Significant Engagements

The three most significant engagements performed in the last five years jointly by the Tallahassee and Gainesville offices are as follows:

AGENCY
City of Jacksonville Beach, Florida
City of Fernandina Beach, Florida
Nassau County, Florida

4—Résumés - Qualifications of Firm Personnel

Beginning on the next page, the partners in charge, consultants, managers, and senior auditor résumés provide more specific information for each individual, especially their participation in local government and utility audits. Your entire audit team is in full compliance with the continuing educational requirements set forth under U.S. General Accounting Office, *Government Auditing Standards*. In addition, they are all Certified Public Accountants.



Barbara Boyd, CPA

Audit Partner

Member of Quality Control Team

Member of Concurring Review Team

Contact Information

 bboyd@purvisgray.com
www.purvisgray.com

Profile:

Education:

Graduated University of Florida
2008, Master of Accountancy
2003, BS, Business Administration

Professional Credentials:

CPA Certificate - 2009
Member AICPA, FICPA, and FGFOA

Current Committees:

FGFOA Technical Resources Committee

Years in Accounting: 13

Years with Firm: 11

Speaker/Instructor

FASB Codification – 2009
Local Governmental Handbook – 2010
Fair Value Accounting and Disclosure – 2012
Understanding Audits of Group Audits and Revisiting GASB No. 61 – 2013
Single Audit – Super Circular – 2014
GASB Update – NCF and Big Bend Chapters FGFOA, 2016

Experience Serving Clients

Governmental Experience

Alachua County Housing Authority*
Bartow Municipal Airport Development Authority*
City of Alachua, Florida*
City of Atlantic Beach, Florida*
Bradford County, Florida*
City of Deltona, Florida*
DeSoto County, Florida*
City of Eustis, Florida*
City of Fernandina Beach, Florida*
Florida Gas Utility
City of Fort Meade, Florida
Gainesville-Alachua County Regional Airport Authority*
Gainesville Regional Utilities, Florida
City of Green Cove Springs, Florida*
Hernando County, Florida
City of Lake City, Florida*
City of Leesburg, Florida*
Nassau County, Florida*
City of Newberry, Florida*

School Board Experience

Alachua County District School Board*
Alachua County District School Board Internal Accounts
Clay County District School Board*

Employee Benefit Plan Experience

City of Fernandina Beach, Florida Defined Benefit Retirement Plans (2)
City of Green Cove Springs, Florida Police Officers' Pension Plan
City of Lake City, Florida Defined Benefit Retirement Plans (3)

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits

Barbara Boyd, CPA

Audit Partner

Member of Quality Control Team

Member of Concurring Review Team

Experience Serving Clients (*Concluded*)

Nonprofit Experience

American Orchid Society, Inc.
American Society for Metabolic and Bariatric Surgery Foundation
American Society for Metabolic and Bariatric Surgery, Inc.
Florida Health Professions Association, Inc.
Florida Veterinary Medicine Faculty Association, Inc.
Meridian Behavioral Healthcare, Inc.*
North Central Florida YMCA, Inc.
Partnership for Strong Families*
Southern Legal Counsel, Inc.
University of Florida 4-H Foundation, Inc.
University of Florida Law Center Association, Inc.

Utility Experience

Choctawhatchee Electric Cooperative, Inc. (E)
City of Alachua, Florida (E, W, S)
City of Fernandina Beach, Florida (W, S)
Gainesville Regional Utilities, Florida (E, G, W, S)
City of Green Cove Springs, Florida (E, W, S)
City of Lake City, Florida (G, W, S)
Nassau County, Florida (W, S)
City of Newberry, Florida (E, W, S)

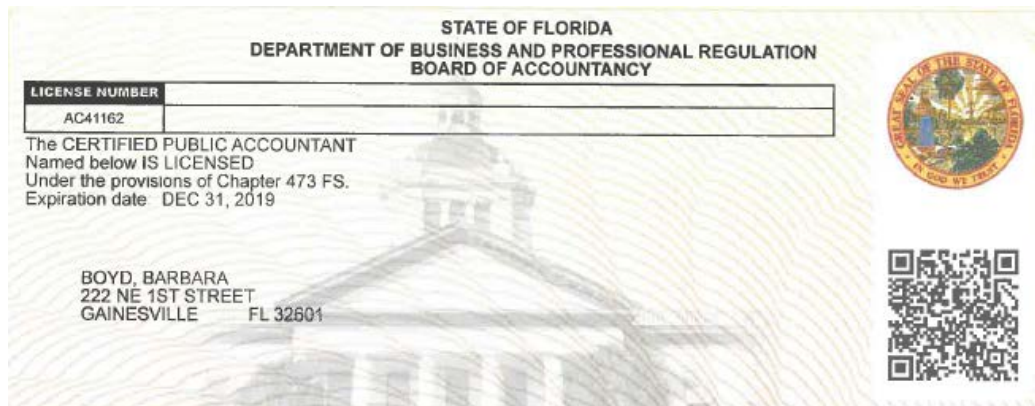
Health Care Experience

Florida Health Professions Association, Inc.
Meridian Behavioral Healthcare, Inc.*
North Florida GI Center, L.P.
North Florida Regional Freestanding Surgery Center, L.P.

***OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits**

(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

CPA License



CPE CREDITS

Ms. Boyd is in full compliance with the continuing educational requirements set forth under U.S. General Accounting Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2017

Association of Government Accounting

Government Training Events:

- Data Analytics for Informed Decisions
- Proactively Managing Evolving Cyber Risk
- Team Building Essentials
- Understanding Key Changes in Grant Management Uniform Guidance

Ethics: Protecting the Integrity of Florida CPAs A&A Update

Association of Government Accountants

Government Training Event:

- Fraud & Internal Controls
- Florida Economic Trends
- GAO Green Book & COSA Internal Control
- Contract Auditing that Pays!

North Central FGFOA CPE:

- Leadership
- Red Flags of Frauds & What You Can Do
- Preparing for Your Audit
- Accounts Payable—A Workshop on Related Internal Controls

PGC Summer CPE:

- Common CAFR Financial Reporting Errors
- Understanding & Discussing Common IT Findings
- Peer Review & Quality Control Update
- FRS GASB 68 Entries: A Walk Thru
- ASU No. 2016-14-Nonprofit Entities
- Introduction to the AICPA Audit Guide
- GASB 77: Tax Abatements
- Sampling & Practical Applications

FGFOA 2017 Annual Conference:

- GASB Hot Topics
- GASB Update
- Local Government Accountability Update
- Understanding New GASB OPEB
- Uniform Grant Guidance – Challenges

Governmental Budgeting

CaseWare Tips & Tricks

How to Audit Debt

Issues Impacting Governments

Fall 2017 CPE:

- Government & Not-For-Profit Accounting Update
- Hot Topics in Florida Tax
- Economic Trends & the Impact on Investments
- Understanding the New GASB OPEB Standards

2016

North Central Florida Chapter FGFOA Meeting:

- GASB Update Part 1 (Including Ins Cred)
- GASB Update Part 2 (Including Ins Cred)
- Single Audit Update
- Investment Analyst Challenge
- Policy & Cash Flow Updates
- Internal Control-Checks & Balances

FGFOA Annual Conference:

- GASB Hot Topics
- Accounting Complexities Facing Local Govts.
- Local Government Accountability Updates
- Pension & Other Postemployment Benefits
- Best Practices for an Effective Year-end
- Integrating IT into the Audit Process
- Steps to Minimize Fraud
- Implementing the OMB's New Super Circular
- Yellow Book & Single Audit Update

PGC Summer CPE:

- Uniform Guidance Understanding Changes
- GASB 68, Trials & Tribulations, Year II
- GASB 68, Disclosures & RSI
- Firm Inspection & Peer Review
- ERISA Employee Benefit Plans Audit Updates
- 990s for Auditors
- Auditing IT General Controls in Government

PGC Fall CPE:

- Government & Nonprofit Uniform Update
- Fraud Awareness
- SEC Changes for Money Market Funds
- Creating & Sustaining Multi-yr. Finance Plan
- Introducing PGC's New Intranet and IT Matters

2015

Winter CPE Session:

- All in the Family Employer Grouping-ACA
- Individual Updates & ACA for Individuals
- An Exempt Organization Update
- Estate, Gift & Trust
- SSARS Changes & Updates

FGFOA NCF Chapter Meeting:

- Keynote Speaker – Jeremy Foley
- Investments
- It's Okay to be the Boss
- General Fraud Red Flags for Finance Officers
- Public Finance & Bond Market Update

Accounting & Auditing Update:

Pronouncement & Issues 2015

Ethics: Protecting the Integrity of CPAs

PGC Summer CPE Part 2:

- Firm Inspection & Peer Review – Reminders
- Is it consulting or Agreed Upon Procedures
- Single Audit Changes
- Internal Control over Utility Billing
- Internal Control over Payroll
- SSARS 21
- SOC Reports
- Nonattest Service & Independence
- Employee Benefit Plan Deficiencies

Lean Six Sigma

Like-Kind Exchanges & Casualty Losses

PGC Fall CPE Session:

- Government & Nonprofit Highlights
- GASB 72
- Now is the Time – Internal Controls
- GASB 68

Overview of the Coming XCM Changes



 ryan@purvisgray.com
www.purvisgray.com

Profile:

Education:

Graduated Florida State University
1998, BS, Finance and Accounting

Professional Credentials:

CPA Certificate - 1999
Member AICPA, FICPA, FGFOA, & AGA

Southern Scholarship Foundation, Inc.
Chairman - 2013

Treasurer - 2008-2009
Current Board Member

Sunset Rotary Club of Tallahassee
President - 2009-2010
Current Member

Rotary District 6940
Treasurer - 2012-2013, 2015-2016,
and 2016-2017

Years in Accounting: 19

Years with Firm: 19

Ryan M. Tucker, CPA

Audit Partner

Member of Quality Control Team

Member of Concurring Review Team

Speaker/Instructor

GASB 67 and 68 Pension Standards Update, Association Government Accountants –
Tallahassee Chapter, FGFOA Local Chapters
What to Expect from Your Auditor, Tax Collector's Association, Property
Appraiser's Association
Financial Emergencies and Financial Condition Assessments, Client CPE
Common CAFR Review Comments – FGFOA Local Chapter
Compliance Auditing for Constitutional Officers, In-house CPE
Accounting and Auditing Electric Cooperatives, In-house CPE
Auditor Independence, In-house CPE

Experience Serving Clients

Governmental Experience

Alachua County, Florida*
Town of Altha, Florida*
City of Atlantic Beach, Florida*
City of Belleview, Florida*
Citrus County, Florida*
City of Deltona, Florida*
Dog Island Conservation District
City of Dunnellon, Florida*
City of Fernandina Beach, Florida*
Flagler County, Florida*
Gadsden County, Florida*
Gadsden Correctional Institute
Hardee County, Florida*
City of Jacksonville Beach, Florida*
City of Jacob City, Florida
City of Lake City, Florida*
City of Live Oak, Florida*
City of Leesburg, Florida*
Liberty County, Florida*
Nassau County, Florida*
Quincy-Gadsden Airport Authority
Sarasota County, Florida*
Wakulla County, Florida*
Withlacoochee Regional Water Supply Authority

School Board and Charter School Experience

Clay County District School Board*
Florida State University School*

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits

Ryan M. Tucker, CPA

Audit Partner

Member of Quality Control Team

Member of Concurring Review Team

Experience Serving Clients (*Concluded*)

Nonprofit Experience

Association for Institutional Research, Inc.*
Association for Retarded Citizens - Marion, Inc.
Bridgeway Center, Inc.*
Childhood Development Services, Inc.*
CareerSource Florida, Inc.*
Early Learning Coalition of the Big Bend
Florida Association of Court Clerks, Inc.
Florida Bankers Association, Inc. and Affiliates
Florida Coalition for Children, Inc. and Florida Coalition
for Children Foundation, Inc.
Florida Health Maintenance Organization Consumer Plan
Florida Health Reinsurance Programs
Florida Home Builders Association and Affiliates
Florida Independent Automobile Dealers Association, Inc.
Florida Institute of Certified Public Accountants, Inc.
Florida Low Income Housing Association, Inc.*
Florida Outdoor Advertising Association, Inc.
Florida Medical Practice Plan, Inc.
Florida Sheriffs Youth Ranches, Inc.
Florida State University International Programs Association
Florida State University Research Foundation
Gainesville Golf and Country Club
Marion-Citrus Mental Health Centers, Inc.
North Florida Workforce Development Board, Inc.
Northwest Regional Data Center
Northwest Florida Water Management District*
Pediatric Primary Care Foundation, Inc.
United Way of Marion County, Inc.
University of Florida Tissue Bank, Inc.
Workforce Florida, Inc. (d/b/a CareerSource Florida)*

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits

(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Utility Experience

Choctawatchee Electric Cooperative, Inc. (E)
Kissimmee Utility Authority (E)
Peace River Electric Cooperative, Inc. (E)
Sumter Electric Cooperative, Inc.
Sun 'N Lake of Sebring Improvement District (W, S)
Talquin Electric Cooperative, Inc. (E, W, S)
Withlacoochee River Electric Cooperative, Inc. (E)

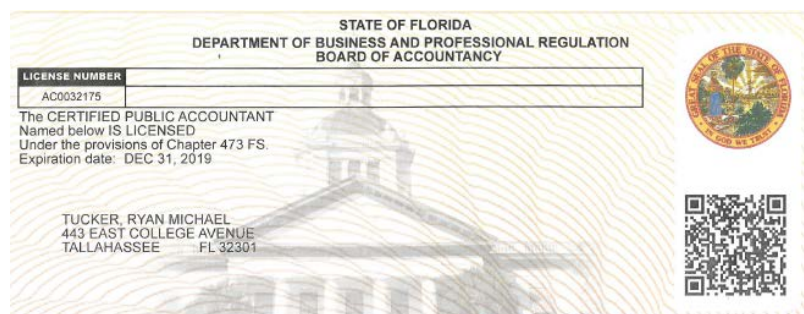
Employee Benefit Plan Experience

Advocacy Resource Center Marion, Inc. Retirement Plan 401(k)
The Centers 401(k) Savings Plan
Command Web Missouri 401(k) Plan
Esposito Nursery Profit Sharing Plan
Florida Sheriffs Youth Ranches Pension Plan
Southeast Corporate Federal Credit Union 401(k) Plan & Trust
Unimac Graphics Union, 401(k) Plan
Unimac Non-Union 401(k) Plan
The Villages Charter School Savings Plan
ZRS Management, LLC 401(k)
City of Jacksonville Beach - 3 Defined Benefit Retirement Plans
City of Fernandina Beach - 2 Defined Benefit Retirement Plans
City of Live Oak - Defined Benefit Retirement Plan

Other Experience

Tallahassee Diagnostic Imaging Center LTD
Villages Bancorporation, Inc.

CPA License



CPE CREDITS

Mr. Tucker is in full compliance with the continuing educational requirements set forth under U.S. General Accounting Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2017

PGC Winter Tax CPE:

Procedural Updates-Admin, XCM, Tax Updates
Department Updates and Current State of Affairs
Estate, Gift & Trusts – An Update & Refresher
Penalty Abatement & Appeals
Personal Representative & New Audit Rules
Pass-Through Issues & Update
1040 Issues & Updates
Tax Research
Business Combinations: Mergers, Reorganizations & Spinoffs
ACA Update for Individuals & Employers
Tax Extenders & 2017 Major Reform

GASB Update & New Uniform Guidance (Instructor)

Accounts Payable – Internal Controls

Ethics: Protecting Integrity of Florida CPAs

A&A Update

Revenues, AR and Cash Receipts

PGC Summer CPE:

Common CAFR Financial Reporting Errors (Instructor)
Understanding & Discussing Common IT Findings
Peer Review & Quality Control Update
FRS GASB 68 Entries: A Walk Thru
ASU No. 2016-14-Nonprofit Entities
Introduction to the AICPA Audit Guide
GASB 77: Tax Abatements
Sampling & Practical Applications

Payroll & Related Cash Disbursements

How to Audit Cash/Investments

Mandatory EBPAQC Audit Planning

How to Audit Expenditures & Accounts Payable

How to Audit Revenues & Accounts Receivable

How to Audit Capital Assets

How to Audit the Budget

Form 990, Parts IV, V, and VI

Fall 2017 CPE:

Government & Not-For-Profit Accounting Update
Hot Topics in Florida Tax
Economic Trends & the Impact on Investments
Understanding the New GASB OPEB Standards

2016

Association of Government Accountants' Training:

GAS Board Update
Issues & Challenges in Govt. Accounting
It Sucks to be a CISO, But Still Want to be
The State of Our Profession
Overview of Federal Cost Principles
Navigating New Uniform Grant Guidance

FGFOA GASB Update (Instructor)

FGFOA Annual Conference:

Accounting Complexities Facing Local Govts.
Local Government Accountability Updates
Opening General Session
Pension & Other Postemployment Benefits
Best Practices for an Effective Year-end
Economic Update & Market Outlook
Legislative Update
Steps to Minimize Fraud
Implementing the OMB's New Super Circular
Yellow Book & Single Audit Update

PGC Summer CPE:

Uniform Guidance: Understanding Key Changes
GASB 68, Trials & Tribulations, Year II
GASB 68, Disclosures & RSI
Firm Inspection & Peer Review
ERISA Employee Benefit Plans Audit Update (Instructor)
990s For Auditors
Auditing IT General Controls in a Government

PGC Fall CPE:

Government & Nonprofit Uniform Update
Fraud Awareness
SEC Changes for Money Market Funds
Creating & Sustaining Multi-yr. Finance Plan
CaseWare Tips and Tricks

2015

Winter CPE Session:

R&M S&M: A Capital Idea
Hot Topics in Employee Benefits
What's New with 1120S & 1065s
All in the Family Employer Grouping-ACA
Individual Updates & ACA for Individuals
An Exempt Organization Update
Estate, Gift & Trust
SSARS Changes & Updates
The Best of All the Rest

Government Accounting Conferences:

Soft Skills for Technologists & Professionals
GAS Board Update
Lessons from the Governmental Audit Trail
Federal Omni Circular
Intergovernmental Financial Dependency
New Accounting & Auditing Standards
Florida Auditor General Update
Implementing Best Practices IC Program
Florida's Economic Forecast
Fraud – Insider Threat

EBPAQC Designated Partner EBP Audit Planning

FGFOA Annual Conference:

Opening General Session
Accounting Complexities Facing Local Govt.
Affordable Health Care Act Updates
A Closer Look at the New Pension Standards
Internal Auditing 101
Federal Single Audit Act Update
Lessons Learned from Recent Fraud Cases
The Nuts & Bolts of an Audit
Legislative Update

Accounting & Auditing Update

Ethics: Protecting Integrity of Florida CPAs

PGC Summer CPE

PGC Fall CPE

Repair & Maintenance Regulations

Drive Your Competitive Edge with Audit Quality



Ronald D. Whitesides, CPA

Audit Partner

Chair of Audit Department

Member of Quality Control Team

Member of Concurring Review Team

Contact Information

 rwhitesides@purvisgray.com
www.purvisgray.com

Profile:

Education:

Graduated University of Florida
1991, Masters, Accounting

Professional Credentials:

CPA Certificate - 1992

Member AICPA, FICPA, and FGFOA

Years in Accounting: 27

Years with Firm: 25

Experience Serving Clients

Governmental Experience

Counties

Alachua County, Florida*
Bradford County, Florida*
Flagler County, Florida*
Gadsden County, Florida*
Hardee County, Florida*
Nassau County, Florida*
Wakulla County, Florida*

Municipalities

City of Alachua, Florida*
City of Atlantic Beach, Florida*
City of Bartow, Florida*
City of Fernandina Beach, Florida*
City of Fort Meade, Florida*
City of Fort Myers, Florida*
City of Green Cove Springs, Florida*
City of Jacksonville Beach, Florida*
City of Keystone Heights, Florida*
City of Lake City, Florida*
City of Newberry, Florida*
City of Neptune Beach, Florida*
Town of Orange Park, Florida*
City of St. Augustine Beach, Florida*

School Board Experience

Alachua County District School Board*
Clay County District School Board*

Other Governmental Entities

Alachua County Housing Authority*
Florida Gas Utility
Office of the Auditor General of the State of Florida
University of Florida Division of Housing
University of Florida Division of Parking
Alachua County District School Board*
Clay County District School Board*

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Ronald D. Whitesides, CPA

Audit Partner

Chair of Audit Department

Member of Quality Control Team

Member of Concurring Review Team

Experience Serving Clients (*Concluded*)

Nonprofit Experience

Alliance for Economic Development, Inc.
American Orchid Society, Inc.
Bates Realities - HUD Project
Council for Economic Outreach, Inc.
Cris Collinsworth Foundation
FICPA Education Foundation, Inc.
FICPA Political Action Committee, Inc.
Florida Association of Court Clerks, Inc.
Florida Institute of Certified Public Accountants, Inc.
Florida Leadership and Educational Foundation, Inc.
Gainesville Area Chamber of Commerce, Inc.
Gainesville Golf and Country Club
National Center for Construction Education and Research
Oak Hall Private School, Inc.
Ronald McDonald House of Gainesville, Inc.
Santa Fe College Foundation
Southern Legal Counsel, Inc.
University of Florida Law Center Association, Inc.
University of Florida College of Veterinary Medicine, Inc.

Health Care Experience

Bridgeway Center, Inc.
Central Florida Health Care, Inc.*
Citrus Memorial Hospital
District 3 Community Health Purchasing Alliance, Inc.
Family Practice Medical Group, Inc.
Marion-Citrus Mental Health Centers, Inc.*
Mental Health Services, Inc.*
Meridian Behavioral Healthcare, Inc.*
North Florida Regional Freestanding Surgery Center, L.P.
North Florida Regional GI Center, L.P.
Rural Health Care, Inc.*
Southeast Tissue Alliance, Inc.
University of Florida College of Dentistry
University of Florida College of Nursing
University of Florida Tissue Bank, Inc.

Utility Experience

City of Alachua, Florida (E, W, S)
City of Atlantic Beach, Florida (W, S)
City of Bartow, Florida (E, W, S)
City of Fernandina Beach, Florida (W, S)
Florida Gas Utility (G)
Gainesville Regional Utilities, Florida (E, G, W, S)
City of Fort Meade, Florida (E, W, S)
Glades Electric Cooperative, Inc. (E)
City of Green Cove Springs, Florida (E, W, S)
City of Jacksonville Beach, Florida (E, W, S)
City of Lake City, Florida (G, W, S)
Nassau County, Florida (W, S)
City of Neptune Beach, Florida (W, S)
City of Newberry, Florida (E, W, S)
Town of Orange Park, Florida (W, S)
Peace River Electric Cooperative, Inc. (E)
Withlacoochee River Electric Cooperative, Inc. (E)

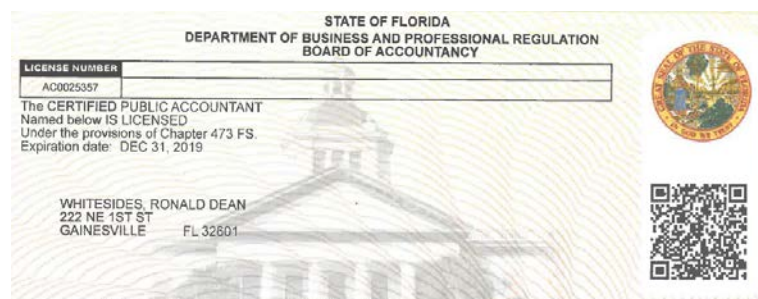
Other Experience

Applied Management Consulting, Inc.
Applied Technology and Management, Inc.
Family Center Condominium Association, Inc.
Gulf Construction Services, L.P.
Jones, Edmunds and Associates, Inc.
Loncala, Incorporated
Medical Arts Condominium Association, Inc.
Parrish Construction Group, Inc.
M.M. Parrish Construction Company, Inc.
Smith and Gillespie Engineers, Inc.
Tallahassee Diagnostic Imaging Center Partnership
Trade-PMR, Inc.

***OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits**

(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

CPA License



CPE CREDITS

Mr. Whitesides is in full compliance with the continuing educational requirements set forth under U.S. General Accounting Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2017

2017 GAQC Annual Update Webcast

Accounts Payable-Workshop on Related

Internal Control

PGC Summer CPE:

Common CAFR Financial Reporting Errors
Understanding & Discussing Common IT Findings
Peer Review & Quality Control Update
FRS GASB 68 Entries: A Walk Thru
ASU No. 2016-14-Nonprofit Entities
Introduction to the AICPA Audit Guide
GASB 77: Tax Abatements
Sampling & Practical Applications
Payroll and Related Cash Disbursements
Accounting Updates
Auditing Updates

FGFOA 2017 Annual Conference:

GASB Hot Topics
GASB Update
Opening General Session
Local Government Accountability Update
Accounting Complexities Facing Local Govts.
Importance of Government-wide Financials
Post Issuer Compliance Update
Legislative Update
Beyond Property Taxes Enhancing Revenue
Understanding New GASB OPEB
Ethics

How to Audit Cash/Investments

How to Audit Expenditures & Accounts Payable

Fall 2017 CPE:

Government & Not-For-Profit Accounting Update
Hot Topics in Florida Tax
Economic Trends & the Impact on Investments
Understanding the New GASB OPEB Standards

2016

FGFOA Annual Conference:

GASB Hot Topics
GASB Update
Accounting Complexities Facing Local Govts.
Local Government Accountability Updates
Opening General Session
Pension & Other Postemployment Benefits
Economic Update & Market Outlook
Integrating IT into the Audit Process
New Policies & Fire Pension Legislation for Chapter 175 & 185
Other Investments: Is the Risk Worth The Return?
Implementing the OMB's New Super Circular
Yellow Book & Single Audit Update
GASB 68, Trials & Tribulations, Year II

PGC Summer CPE:

ERISA Employee Benefit Plans Audit Updates
990s for Auditors
Auditing IT General Controls in Government

PGC Fall CPE:

Government & Nonprofit Uniform Update
Fraud Awareness
SEC Changes for Money Market Funds
Creating & Sustaining Multi-yr. Finance Plan
Introducing PGC's New Intranet and IT Matters

2015

FGFOA NCF Chapter Meeting:

Keynote Speaker – Jeremy Foley
Investments
Construction Audits
It's Okay to be the Boss
General Fraud Red Flags for Finance Officers

Accounting & Auditing Update:

Pronouncement & Issues 2015

Ethics: Protecting the Integrity of CPAs

PGC Summer CPE Part 2:

Firm Inspection & Peer Review – Reminders
Is it consulting or Agreed Upon Procedures
Single Audit Changes
Internal Control over Utility Billing
Internal Control over Payroll
SSARS 21
SOC Reports
Nonattest Service & Independence
Introduction to IT Reviews
Employee Benefit Plan Deficiencies

GASB 70 Nonexchange Financial Guarantees

GASB Employer & Pension Plan Implementation



Kevin W. Fyfe, CPA

Supervisor Auditor

Contact Information

 kfyfe@purvisgray.com
www.purvisgray.com

Profile:

Education:

Graduated University of Florida

2011, MS Major in Accounting
2011, BS Major in Accounting

Professional Credentials

CPA Certificate – 2012
Member AICPA, FICPA, and FGFOA

Previous Employer(s)

Ernst & Young, LLP (2011 – 2013)

Years in Accounting: 5

Years with Firm: 2

Experience Serving Clients

Governmental Experience

City of Alachua, Florida
City of Atlantic Beach, Florida
Bradford County, Florida, Board of County Commissioners
Bradford County, Florida Clerk of the Circuit Court
Bradford County, Florida Property Appraiser
Bradford County, Florida Tax Collector
Bradford County, Florida, Supervisor of Elections
City of Fernandina Beach, Florida
City of Green Cove Springs, Florida
Nassau County, Florida, Board of County Commissioners
City of Neptune Beach, Florida
City of Newberry, Florida
Town of Orange Park, Florida

School Board Experience

Alachua County School Board
Alachua County School Board Internal Accounts
Clay County School Board

Nonprofit Experience

Meridian Behavioral Healthcare, Inc.
Saint Francis Catholic High School
Santa Fe College Foundation

Utility Experience

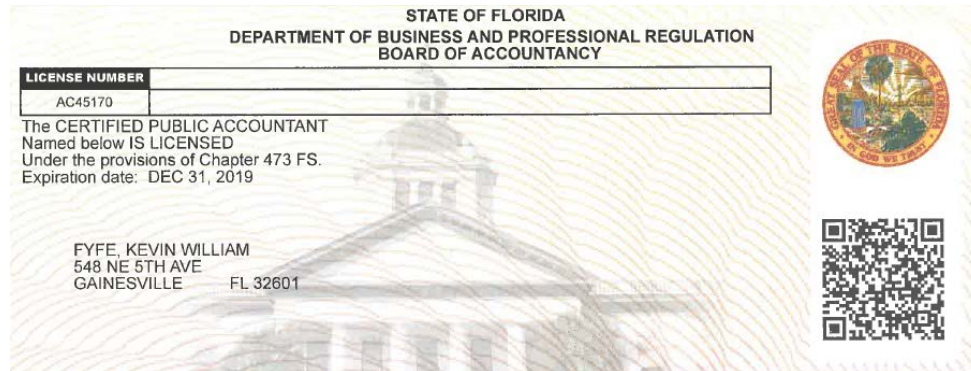
Gainesville Regional Utilities (E, G, W, S)
City of Alachua, Florida (E, W, S)
City of Atlantic Beach, Florida (W, S)
City of Fernandina Beach, Florida (W, S)
City of Green Cove Springs, Florida (E, W, S)
City of Neptune Beach, Florida (W, S)
City of Orange Park, Florida (W, S)

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Kevin W. Fyfe, CPA

Supervisor Auditor

CPA License



CPE CREDITS

Mr. Fyfe is in full compliance with the continuing educational requirements set forth under U.S. General Accounting Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past two years follows:

2017

Winter 2017 Tax CPE:

- Procedural Updates-Admin, XCM, Tax Updates
- Department Updates and Current State of Affairs
- Estate, Gift & Trusts – An Update & Refresher
- Penalty Abatement & Appeals
- Personal Representative & New Audit Rules
- Pass-Through Issues & Update
- 1040 Issues & Updates
- Tax Research
- Business Combinations: Mergers, Reorganizations & Spinoffs
- ACA Update for Individuals & Employers
- Tax Extenders & 2017 Major Reform

North Central FGFOA CPE:

- Leadership
- Red Flags of Frauds & What You Can Do
- Preparing for Your Audit
- Enhancing Your Personal Performance
- Truth in Millage (TRIM) Process

Accounts Payable—A Workshop on Related Internal Controls

Ethics: Protecting Integrity of Florida CPAs

A&A Update

Revenues, AR, and Cash Receipts

PGC Summer CPE:

- Common CAFR Financial Reporting Errors
- Understanding & Discussing Common IT Findings
- Peer Review & Quality Control Update
- FRS GASB 68 Entries: A Walk Thru
- ASU No. 2016-14-Nonprofit Entities
- Introduction to the AICPA Audit Guide
- GASB 77: Tax Abatements
- Sampling & Practical Applications

Payroll & Related Cash Disbursements

Information Technology Auditing

Introduction to Fraud Auditing

Analytical Fraud Detection

How to Audit Cash/Investments

Issues Impacting Governments

Fall 2017 CPE:

- Government & Not-For-Profit Accounting Update
- Hot Topics in Florida Tax
- Economic Trends & the Impact on Investments
- Understanding the New GASB OPEB Standards

2016

North Florida Central Chapter FGFOA Meeting:

- Developing Good Internal Control
- Cyber Security, Identity Theft, & Safe Computing Practices

PGCs Intranet, Proper Use of Conference

Set-ups, Other IT Matters

PGC Fall CPE:

- Government & Nonprofit Uniform Update
- Fraud Awareness
- SEC Changes for Money Market Funds
- Creating & Sustaining Multi-yr. Finance Plan

Steven W. Huss, CPA

Senior Auditor

Contact Information

 shuss@purvisgray.com
www.purvisgray.com

Profile:

Education:

Graduated Florida State University

2012, BS, Accounting and Finance

Professional Credentials:

CPA Certificate - 2013

Member AICPA, FICPA, and FGFOA

Years in Accounting: 5

Years with Firm: 5

Experience Serving Clients

Governmental Experience

Counties

Gadsden County, Florida, Board of County Commissioners

Gadsden County, Florida, Clerk of the Circuit Court

Gadsden County, Florida, Sheriff

Nassau County, Florida, Clerk of the Circuit Court

Nassau County, Florida, Sheriff

Municipalities

City of Fernandina Beach, Florida*

City of Jacksonville Beach, Florida*

City of Live Oak, Florida*

City of St. Cloud, Florida

Other Governmental Entities

Dog Island Conservation District

School Board and Charter School Experience

Alachua County District School Board

Lake County District School Board

Marion County District School Board

Florida State University School

Nonprofit Experience

CareerSource Florida, Inc.*

Florida Sheriffs Youth Ranches

Sheriffs Ranches Enterprises

Florida Coalition for Children, Inc.

Association for Institutional Research*

Florida Association of Court Clerks

Florida Individual Health Reinsurance Program

Florida Small Employer Health Reinsurance Program

Diocese of St. Augustine, Florida

Florida Independent Auto Dealers Association

Workforce Florida, Inc.

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits

Steven W. Huss, CPA

Senior Auditor

Experience Serving Clients (*Concluded*)

Utility Experience

Talquin Electric Cooperative (E, W, S)
Choctawhatchee Electric Cooperative (E)
North Florida Water Management District (W)

Employee Benefit Plan Experience

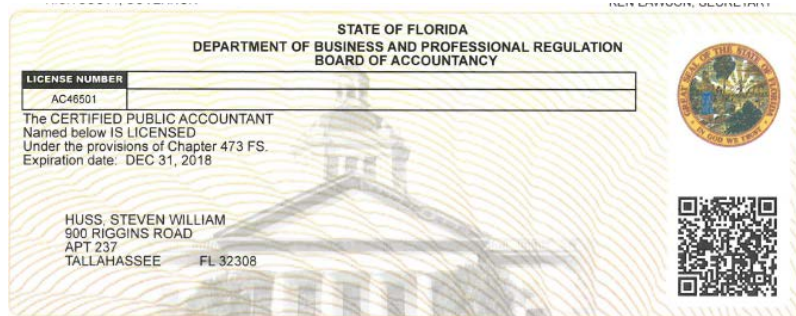
Southeast Corporate Federal Credit Union 401(k) Plan
and Trust
Florida Sheriffs Youth Ranches 401(k) Plan and Trust

For-Profit Experience

Tallahassee Diagnostic Imaging

(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

CPA License



CPE CREDITS

Mr. Huss is in full compliance with the continuing educational requirements set forth under U.S. General Accounting Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2017

Winter 2017 Tax CPE

Association of Government Accounting

Government Training Events:

- Data Analytics for Informed Decisions
- Proactively Managing Evolving Cyber Risk
- Data Transparency in Government
- Enhancing Transparency & Efficiency in Govt.
- Stepping Up the Fight Against Fraud
- How Accountants & Auditors Help Procurement
- A Fraud Investigation
- Understanding Key Changes in Grant Management Uniform Guidance
- Fraud & Internal Controls
- Auditing Shared Services
- GAO Green Book & COSA Internal Control
- Contract Auditing that Pays!

Accounts Payable Internal Controls

Ethics: Protecting the Integrity of Florida CPAs

A&A Update

Revenues, AR & Cash Receipts

PGC Summer CPE:

- Common CAFR Financial Reporting Errors
- Understanding & Discussing Common IT Findings
- Peer Review & Quality Control Update
- FRS GASB 68 Entries: A Walk Thru
- ASU No. 2016-14-Nonprofit Entities
- Introduction to the AICPA Audit Guide
- GASB 77: Tax Abatements (Instructor)
- Sampling & Practical Applications

How to Audit Cash/Investments

How to Audit Payroll

How to Audit Expenditures & Accounts Payable

How to Audit Revenues & Accounts Receivable

How to Audit Capital Assets (Instructor)

How to Audit the Budget

Form 990, Parts IV, V, and VI

Fall 2017 CPE:

- Government & Not-For-Profit Accounting Update
- Hot Topics in Florida Tax
- Economic Trends & the Impact on Investments
- Understanding the New GASB OPEB Standards

2016

FGFOA Annual Conference:

- Compilation & Review: Independence Rules
- Governmental Auditing Standards
- Internal Control of Fixed Assets
- Auditing for Fraud Detection
- Accounting Complexities Facing Local Govts.
- Local Government Accountability Updates
- Pension & Other Postemployment Benefits
- Award Winning CAFR
- Best Practices for an Effective Year-end
- Integrating IT into the Audit Process
- Steps to Minimize Fraud
- Yellow Book & Single Audit Update
- Employee Fraud
- Introduction to Fraud in Cash Collections

PGC Fall CPE:

- Government & Nonprofit Uniform Update
- Guidance Update
- Fraud Awareness
- SEC Changes for Money Market Funds
- Creating & Sustaining Multi-yr. Finance Plan

2015

Accounting & Auditing Update:

Pronouncement & Issues 2015

Ethics: Protecting the Integrity of CPAs

PGC Summer CPE Part 2:

- Firm Inspection & Peer Review – Reminders
- Is it consulting or Agreed Upon Procedures
- Single Audit Changes
- Internal Control over Utility Billing
- Internal Control over Payroll
- SSARS 21
- SOC Reports
- Nonattest Service & Independence
- Introduction to IT Reviews
- Employee Benefit Plan Deficiencies

PGC Fall CPE Session:

- Government & Nonprofit Highlights
- GASB 72
- GASB 68

Compilation & Review – Independence Rules

Government Auditing Standards

Internal Control of Fixed Assets

Auditing for Fraud Detection

Introduction to Fraud in Cash Collections & Disbursements

Alexander P. Mackriss, CPA, CFE

Senior Auditor

Contact Information



amackriss@purvisgray.com
www.purvisgray.com

Profile:

Education:

Graduated University of Florida

2012, BS, Accounting

2012, MAcc, Accounting

Professional Credentials:

CPA Certificate - 2013

Certified Fraud Examiner - 2014

Member AICPA, FICPA, and FGFOA

Professional Experience:

Auditor General, State of Florida, 2013-2016

Years in Accounting: 5

Years with Firm: 2

Experience Serving Clients

Governmental Experience

Department of Financial Services, Florida**

Department of Transportation, Florida**

Department of Economic Opportunity, Florida**

Department of Education, Office of Early Learning, Florida**

Department of Emergency Management, Florida**

Department of Children and Families, Florida**

Executive Office of the Governor, Florida**

Gadsden County, Florida

City of Jacksonville Beach, Florida

City of Live Oak, Florida

Nassau County, Florida

Northwest Florida Water Management District

State Board of Administration, Florida**

State of Florida Treasury**

Charter School Experience

Florida State University School, Inc.

Nonprofit Experience

CareerSource Florida, Inc.

Florida Association of Court Clerks, Inc.

Utility Experience

Choctawhatchee Electric Cooperative, Inc. (E)

Talquin Electric Cooperative, Inc. (E)

Suwannee Valley Electric Cooperative, Inc. (E)

Other

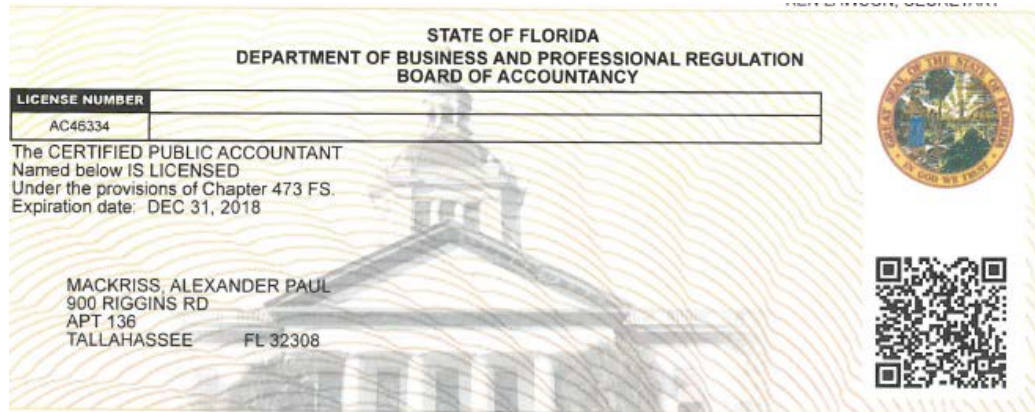
Tallahassee Diagnostic Imaging Center, LTD

** Performed while employed by the Auditor General of the State of Florida
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Alexander P. Mackriss, CPA, CFE

Senior Auditor

CPA License



CPE CREDITS

Mr. Mackriss is in full compliance with the continuing educational requirements set forth under U.S. General Accounting Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past two years follows:

2018

Winter 2018 Tax CPE:

- Procedural Updates – Ultra Tax & Fixed Asset Updates
- Department Updates & Circular 230
- State of the IRS & Recent Litigation
- Real Estate Taxation
- Tax Exempt Organization Issues
- General Business Topics
- 1040 Issues & Updates
- LLC & Partnership Topics
- S Corp & C Corp Topics
- Tax Reform

2017

PGC Winter CPE:

- Procedural Updates-Admin, XCM, Tax Updates
- Department Updates and Current State of Affairs
- Estate, Gift & Trusts – An Update & Refresher
- Penalty Abatement & Appeals
- Personal Representative & New Audit Rules
- Pass-Through Issues & Update
- 1040 Issues & Updates
- Tax Research
- Business Combinations: Mergers, Reorganizations & Spinoffs
- ACA Update for Individuals & Employers
- Tax Extenders & 2017 Major Reform

GASB Update and New Uniform Guidance

Accounts Payable Related Internal Control

Ethics: Protecting the Integrity of FL CPAs

A&A Update

Revenues, AR, & Cash Receipts

Payroll & Related Cash Disbursements

PGC Summer CPE:

- Common CAFR Financial Reporting Errors
- Understanding & Discussing Common IT Findings
- Peer Review & Quality Control Update
- FRS GASB 68 Entries: A Walk Thru
- ASU No. 2016-14-Nonprofit Entities
- Introduction to the AICPA Audit Guide
- GASB 77: Tax Abatements
- Sampling & Practical Applications

FGFOA 2017 Annual Conference:

- Accounting Complexities – Local Governments
- Importance of Government-wide Financials
- IT Modernization
- Understanding the New GASB OPEB
- Pubic Defined Contribution Plan

How to Audit Cash/Investments

How to Audit Payroll

How to Audit Expenditures & Accounts Payable

How to Audit Revenues & Accounts Receivable

How to Audit Capital Assets

How to Audit the Budget

Form 990, Parts IV, V, and VI

Fall 2017 CPE:

- Government & Not-For-Profit Accounting Update
- Hot Topics in Florida Tax
- Economic Trends & the Impact on Investments
- Understanding the New GASB OPEB Standards

2016

PGC Fall CPE:

- Government & Nonprofit Uniform Update
- Fraud Awareness
- SEC Changes for Money Market Funds
- Creating & Sustaining Multi-yr. Finance Plan



Michael S. Sandstrum, CPA, CISA, CISM, CITP, CGMA

IT Senior Audit Manager



msandstrum@purvisgray.com
www.purvisgray.com

Profile:

Education:

Auburn University

Master in Business Administration

Wichita State University

Bachelor of Business Administration in
Accounting

Professional Credentials

CPA Certificate: Florida & Mississippi

Certified Information Systems Auditor
(CISA)

Certified Information Security Manager
(CISM)

Certified Information Technology
Professional (CITP)

Chartered Global Management
Accountant (CGMA)

Professional Affiliations

American Institute of CPAs (AICPA)

Florida Institute of CPAs (FICPA)

Information Systems Audit and
Control Association (ISACA)

Previous Employers, 1977-2017

AuditWerx—Tampa, FL

CS&L CPAs—Bradenton, FL

Moody-Price, LLC—Baton Rouge, LA

Heavy Quip—Jackson, MS

Horton and Associates CPAs—Jackson, MS

Years Auditing

Information Systems: 40

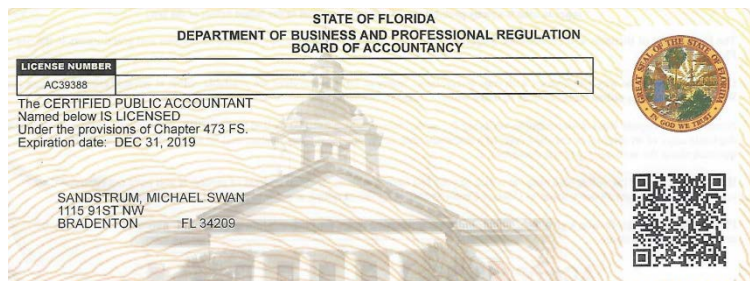
Professional Profile

Michael has extensive experience in accounting, auditing, IT auditing, security management and consulting, both in public accounting and private industry sectors. He has held positions as a senior audit manager, tax manager, programmer, systems analyst, IT director, Chief Information Officer and IT Audit Manager. In addition, Michael has performed SOX internal auditing, managed numerous SOC 1 and SOC 2 engagements, as well as GAAS financial audit risk assessments.

Technical Expertise

SOC 2 Type 1 and Type 2	FISMA
SOC 1 Type 1 and Type 2	NIST
SOC Readiness Engagements	Financial and IT Controls
Client Development	HIPAA
IT Security Controls Auditing	GLBA
IT SOX Auditing	COBIT
Industry Experience:	Business Processes Analysis
Healthcare	Data Mining & Reporting
Local Governments	EDI/XML
Banking	Cloud Integration
Claims Processing	Security Management & Compliance
Manufacturing	IDEA Audit Software
Distribution	AS/400
Cloud Providers	Linux
Data Centers	Mainframe
Nonprofit	Windows
Information Security Consulting Privacy	SQL
Risk Assessments	Caseware Audit Software
Agreed Upon Procedures	Citrix

CPA License



TAB C—Other Information

1—Additional Services

Single Audits

The auditor is responsible for testing compliance with laws and regulations that would have a material effect on the City's financial statements. As such, we will design our audit programs to ensure compliance with key areas. Following are our responsibilities when a Single Audit is required:

- **Federal Award Compliance - 2 CFR Part 200 (Uniform Guidance)**

If a *Federal Single Audit* is required (generally total federal grant expenditures exceeding \$750,000 during the audit period), the auditor is responsible for testing internal controls and compliance for each major federal award program.

- **State Award Compliance - Florida Single Audit Act**

If a *Florida Single Audit* is required (generally total state grant expenditures exceeding \$750,000 during the audit period), the auditor is responsible for testing internal controls and compliance for each major state financial assistance project.

If a *Federal or State Single Audit* is required, each major program or project will be tested for the internal controls and compliance requirements applicable to that project. In some areas, we will combine our compliance tests of laws and regulations that involve the inspection of documentation supporting transactions with substantive tests of transactions and with our test of controls. In other words, we will use multipurpose sampling techniques.

Grant Experience

As a large audit firm with significant governmental experience, members of your audit team have participated in single audits of countless federal and state grant programs. Many of our single audits have included grants from the following Federal and State Departments including numerous programs within each.

Federal Grant Programs

Federal Communications Commission
Federal Emergency Management Agency
National Endowment for the Arts
National Endowment for the Humanities
National Science Foundation
US Department of Agriculture
US Department of Agriculture Food and Nutrition Service
US Department of Aviation Administration
US Department of Children and Families
US Department of Commerce
US Department of Commerce NOAA
US Department of Defense
US Department of Economic Opportunity
US Department of Education
US Department of Education of Elementary Secondary Education
US Department of Election Assistance Commission
US Department of Energy
US Department of Environmental Protection Agency
US Department of Federal Highway Administration
US Department of General Services Administration
US Department of Health and Human Services
US Department of Homeland Security
US Department of Housing and Urban Development
US Department of Interior
US Department of Justice
US Department of Labor
US Department of Treasury
US Department of Transportation

State Grant Programs

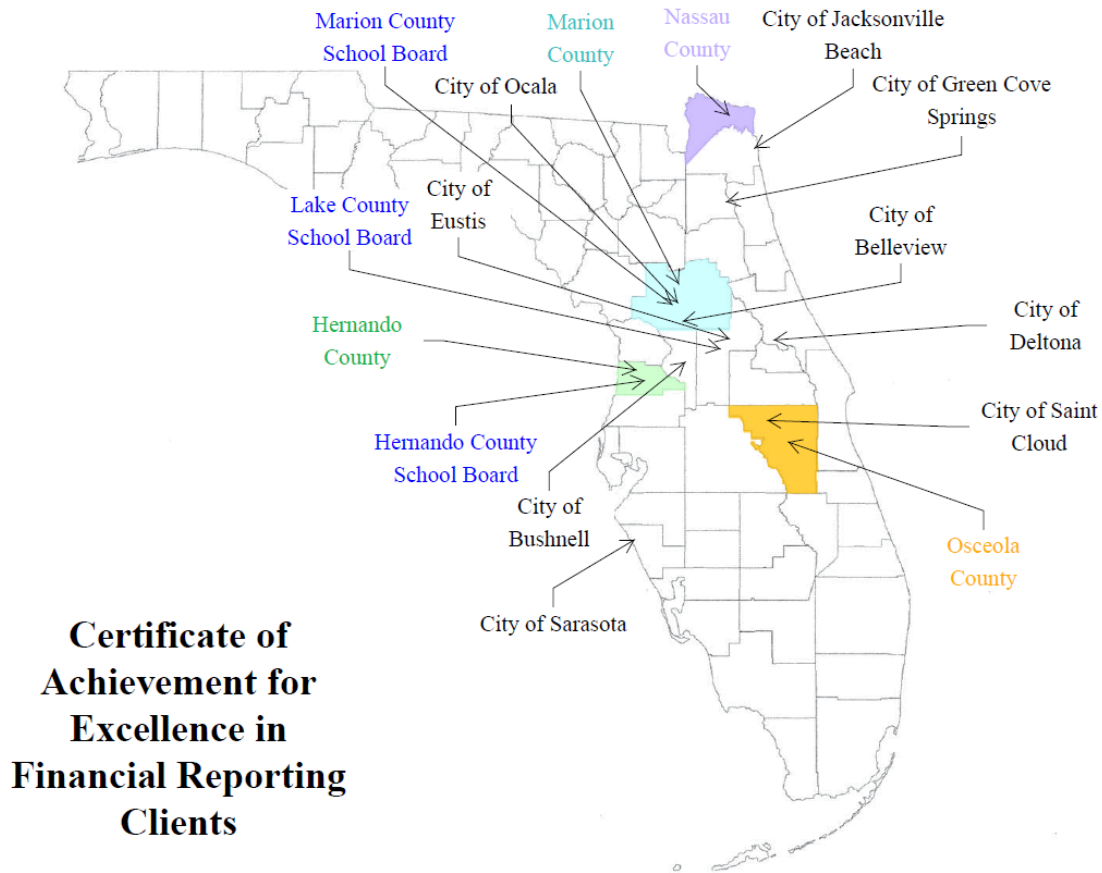
Clean Florida Council
Executive Office of the Governor
Office of Early Learning
State Courts System
Florida Department of Agriculture and Consumer Services
Florida Department of Children and Families
Florida Commission on Tourism
Florida Department of Community Affairs
Florida Department of Corrections
Florida Department of Economic Opportunity
Florida Department of Elder Affairs
Florida Department of Emergency Management
Florida Department of Environmental Protection
Florida Department of Fish and Wildlife Commission
Florida Department of Health
Florida Department of Health and Rehabilitative Services
Florida Department of Highway Safety and Motor Vehicles
Florida Department of Housing Finance Corporation
Florida Department of Juvenile Justice
Florida Department of Legal Affairs and Attorney General
Florida Department of Library and Information Services
Florida Department of Management Services
Florida Department of Natural Resources
Florida Department of State
Florida Department of Transportation
Florida Department of Workforce Innovation

TAB C—Other Information

1—Additional Services (Continued)

Certificate of Achievement for Excellence in Financial Reporting

We have provided expertise and assistance to the following local governments, which helped them receive the Certificate of Achievement for Excellence in Financial Reporting:



TAB C—Other Information

1—Additional Services (Continued)

TAX-EXEMPT BONDS

As a large regional CPA firm, Purvis, Gray and Company is well received by underwriters, financial advisors, and insurers in the tax-exempt bond markets. We have provided assistance to the following clients in dealing with the tax-exempt bond markets on numerous occasions:

Governmental Entity	Amount
Florida Municipal Power Association	\$ 1,152,390,000
Village Community Development Districts (15 CDDs)	1,043,846,031
Florida Gas Utility	694,175,000
Osceola County, Florida	273,335,000
Marion County, Florida	314,074,821
City of Gainesville, Florida	220,000,000
City of Ocala, Florida	217,805,000
City of Sarasota, Florida	216,956,000
City of Deltona, Florida	237,675,000
City of Cape Coral, Florida	167,920,000
City of Jacksonville Beach, Florida	159,164,335
City of Leesburg, Florida	149,205,000
City of Fort Myers, Florida	146,088,741
City of St. Cloud, Florida	80,586,000
City of Lake City, Florida	73,306,650
Gainesville Regional Utilities	68,950,000
City of Atlantic Beach, Florida	61,475,750
Hernando County, Florida	46,140,000
City of Alachua	43,750,000
City of Kissimmee, Florida	42,930,000
Peace River/Manasota Regional Water Supply Authority	42,695,000
District School Board of Lake County	41,345,000
Nassau County, Florida	38,472,307
DeSoto County, Florida	32,556,000
Kissimmee Utility Authority	30,005,000
City of Lake Wales, Florida	25,257,629
Alachua County, Florida	17,136,400
City of Mount Dora, Florida	11,198,400
City of Fernandina Beach, Florida	8,865,000
Marion County District School Board	8,704,500
Gainesville-Alachua Regional Airport Authority	7,410,580
City of St. Augustine, Florida	6,420,000
City of Newberry	5,775,000
City of Green Cove Springs, Florida	5,500,000
Lakewood Ranch Community Development District (5 CDDs)	4,905,000
City of Bushnell, Florida	3,558,000
City of Belleview, Florida	3,000,000
District School Board of Hernando County	2,323,000
City of Eustis, Florida	2,200,000
Gadsden County, Florida	1,366,801
Clay County District School Board	620,000
District School Board of Alachua County	225,000

TAB C—Other Information

1—Additional Services (Continued)

Tax-Exempt Bonds (Concluded)



In addition to our bond experience, Purvis, Gray and Company also provides assistance with the following:

- ✓ Issuing Consent Letters and Comfort Letters as Part of the Overall Service to Our Governmental Clients During the Issuance of Such Bonded Debt
- ✓ Assisting Bond Counsel in Drafting Bond Indentures Which Are Consistent with Accounting Principles and Terminology
- ✓ Designing Economic Covenants Which are Achievable by the Issuer and Provide Acceptable Security to Buyers
- ✓ Meeting with Underwriters, Bond Rating Agencies, and Bond Buyers to Clarify Accounting and Financial Matters
- ✓ Providing Required Certifications that Covenants or Other Indenture Requirements Have Been Met
- ✓ Review of Arbitrage Rebates Pursuant to Sections 148 and 103 of the Internal Revenue Code
- ✓ Review of Escrow Verification Reports
- ✓ Assisting With Required Secondary Market Disclosure
- ✓ Preparing Parity Debt Reports and Calculations

Consulting Services

The consulting practice of Purvis, Gray and Company utilizes members of the Audit, Accounting and Tax Services, and Information Technology Departments to perform a wide-range of consulting and management advisory services for our clients. One of the categories of services provided is utility and cost studies. Following are the types of studies conducted by our firm in this area:

- **Accounting System Reviews and Documentation**
 - ▶ GASB Statement Implementations
 - ▶ Internal Control Reviews
 - ▶ Procedures Documentation
 - ▶ Performance Audits and Cost Reduction Studies
 - ▶ Feasibility/Efficiency Studies
 - ▶ Budget Review and Budget Preparation
- **Business Valuations and Reorganizations**
 - ▶ Business Ownership Succession
 - ▶ Business Valuations
 - ▶ Mergers and Acquisitions
 - ▶ Business Formations
 - ▶ Business Liquidations

TAB C—Other Information

1—Additional Services (*Concluded*)

Consulting Services (*Concluded*)

- **Utility and Other Financial Services**
 - ▶ Rate/Revenue Sufficiency Studies
 - ▶ Reviews of Power Supply (Electric and Gas) Alternatives
 - ▶ Overhead/Indirect/Other Cost Studies
 - ▶ Landfill Closure and Postclosure Analysis
 - ▶ IRS Arbitrage Rebate Consultation
 - ▶ Utility Billing System Setup and Revision
 - ▶ Water-Sewer Work Order Systems and Property Records
 - ▶ Regulatory Operations—Deferred Cost/Revenue Plans
 - ▶ Fraud/Defalcation Engagements
- **Information Security and Privacy Consulting**
 - ▶ IT Security Controls Assessment
 - ▶ Privacy Controls Assessment
 - ▶ Information Security Program Design
 - ▶ Information Security Policies and Procedures
 - ▶ Information Security Risk Assessment
 - ▶ Security Awareness Training

SSAE-18 System and Organization Controls (SOC) 1, SOC 2, SOC 3 Examination and Reporting

By having an extensive expertise in generally accepted auditing standards, nonprofit accounting processes, information technology general controls, and the AICPA SSAE-18 SOC 1 and 2 attestation standards and requirements, coupled with an experienced SOC staff, Purvis, Gray and Company can provide your user entities with a quality professional SSAE-18 SOC 1 Type 2 report.

Purvis, Gray and Company can also assist your organization with getting ready for your first SOC examination and can provide you with a Type 1 report.

- ▶ SOC 1 Type 1 or 2 Engagements
- ▶ SOC 2 Type 1 or 2 Engagements
- ▶ SOC 3 Engagements



TAB C—Other Information

2—Professional Memberships

Purvis, Gray and Company has been a member with the American Institute of Certified Public Accountants since 1978 (AICPA – Reference #1783188). Our firm continues to be in good standing with the AICPA and Florida Institute of Certified Public Accountants (FICPA – Member #02004618). Several of the partners and staff of Purvis, Gray and Company are members of the following organizations:

■ Professional Memberships

- AICPA
- FICPA
- FECA
- American Public Power Association (APPA)
- State of Florida League of Cities
- Association of Government Accountants (AGA)
- Florida Municipal Electric Association (FMEA)
- American Public Power Association
- Florida School Finance Officers Association (FSFOA)
- FGFOA
- GFOA
- North Florida Chapter FGFOA
- Southwest Chapter FGFOA
- Nature Coast Chapter FGFOA
- Big Bend Chapter FGFOA
- Florida Bankers' Association Florida
- Rural Water Association

Members of our firm also participate in leadership roles in our profession. Currently, several of our partners and managers serve on committees and subcommittees of the FICPA, the FGFOA, and their affiliated organizations, including the GFOA Special Review Committee for the CAFR Program, the FGFOA Program Committee, and the FGFOA Technical Resources Committee. In addition, we proudly currently serve or have recently served as auditors and consultants to the FICPA, FACC, the Florida Sheriffs Youth Ranches, Inc., and formerly as auditors of the Office of the Auditor General of the State of Florida.

Our audit partners and managers are routinely invited to speak at the FGFOA and FSFOA annual conferences and various FGFOA and FICPA chapter meetings through the state of Florida.

TAB C—Other Information

3—Continuing Professional Education Seminars

Client accounting staff are routinely invited to attend our continuing education classes throughout the year at no cost, which generally equals 16 hours per year.

These CPE classes are taught by outside and internal experts.

The following is a brief list of some of the governmental continuing education class topics that have recently been taught:

- Auditing Update—Hot Topics for Fiscal Officers and Auditors
- The New Single Audit Requirements
- Debt-Accounting, Covenants, Compliance
- State-shared and Local Option Revenues for Cities and Counties
- Governmental Compliance Auditing in Florida—Local Laws and Regulations
- What to Expect from Your Auditors
- Internal Controls for Managers
- The State Financial Emergency Law
- GASB Statement No. 51—Accounting and Financial Reporting for Intangible Assets
- GASB Statement No. 53—Accounting and Financial Reporting for Derivative Instruments
- GASB Statement No. 54—Fund Balance Reporting and Governmental Fund Type Definitions
- GASB Statement No. 57—OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans
- GASB Statement No. 60—Service Concession Arrangements
- GASB Statement No. 61—Reporting Entity
- GASB Statement No. 62—Codification of AICPA and FASB
- GASB Statement No. 63—Deferrals Presentation
- GASB Statement No. 64—Derivative Terminations
- GASB Statement No. 65—Assets and Liabilities – Reclassification and Recognition
- GASB Statement No. 66—Technical Corrections
- GASB Statement No. 67—Financial Reporting for Pension Plans (amending GASB No. 25)
- GASB Statement No. 68—Accounting and Financial Reporting for Pensions (Amending GASB No. 27)
- GASB Statement No. 69—Government Combinations and Disposal of Government Operations
- GASB Statement No. 70—Accounting and Financial Reporting for Nonexchange financial Guarantees
- GASB Statement No. 71—Pension Transition for Contributions made Subsequent to the Measurement Date
- GASB Statement No. 72—Fair Value Measurement and Application
- GASB Statement No. 75—Other Post-Employment Benefits
- GASB Statement No. 76—GAAP Hierarchy
- GASB Statement No. 77—Tax Abatements
- GASB Statement No. 78—Pensions Provided Through Multiple Employer DB Plans
- GASB Statement No. 79—External Investment Pools
- GASB Statement No. 80—Blending of Component Units
- GASB Statement No. 81—Irrevocable Split Interest Agreements
- GASB Statement No. 82—Pension Issues
- GASB Statement No. 83—Certain Asset Retirement Obligations
- GASB Statement No. 84—Fiduciary Activities
- The New Pension Accounting Standards: A Game Changer!
- Understanding the New COSO Framework (Florida Association of School Business Officials)
- Internal Controls and Fraud and GASB Update (FSFOA Conference)
- The New Federal “Omni Circular” Effects on the Auditee and Auditor
- FASB Update (2016)
- GASB Update (2017)
- Understanding the Statement of Cash Flows (2018)

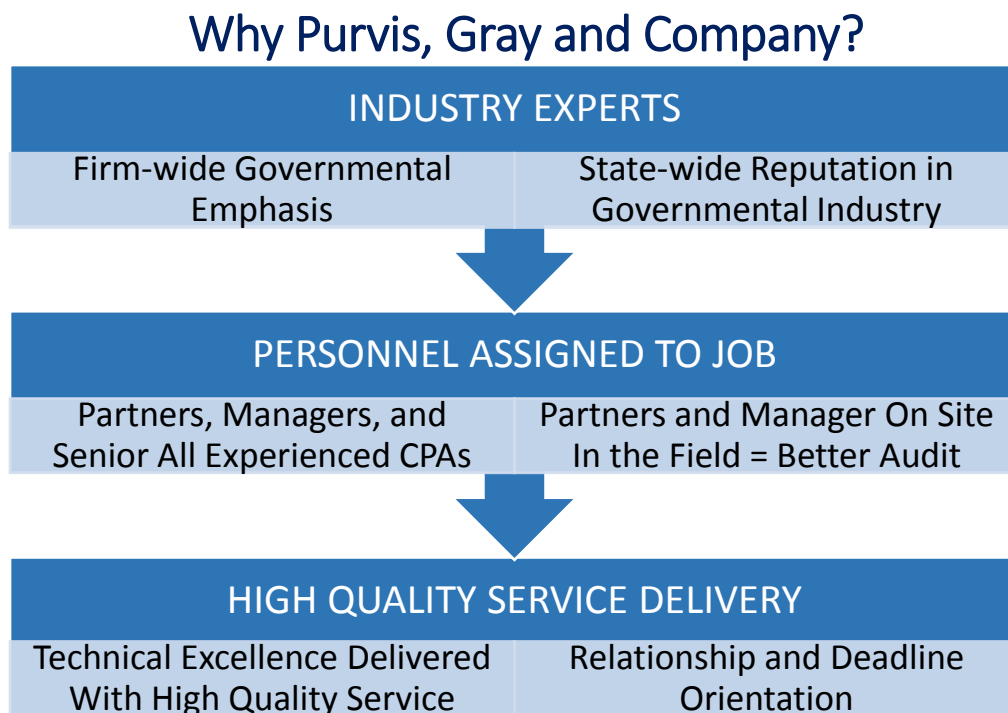
TAB C—Other Information

4—Firm’s AICPA’s Voluntary Quality Review Program/Peer Review

Purvis, Gray and Company is a member of the AICPA's Governmental Audit Quality Center (GAQC). Our firm places a high priority on its quality control, and has undergone a peer review made by the AICPA at least every three years since 1979. The scope of our peer review is comprehensive, and specifically reviews our policies and procedures of our accounting and auditing practice, and the reviews of specific public sector engagements. Our commitment to the program has been rewarding to our firm, and to our clients.

5—Other Information

The Purvis, Gray and Company hallmark of ***“Better People in the Field”*** is how we deliver a superior product to our clients, making us one of the leading governmental audit firms in the State of Florida. Unlike many other firms which often rely heavily on staff level auditors to perform all audit fieldwork, our approach is to place our partners and managers in the field, performing audit fieldwork side-by-side with you and your people. We believe that more experienced people on-site, results in a superior audit.



6—Approach to Continuing Professional Education Related to Government

As members of the Governmental Audit Quality Center of the AICPA, each CPA is required to obtain eighty hours of continuing professional education every two years. Over 75% of Purvis, Gray and Company’s audit engagements are governmental clients; accordingly, many of our continuing professional education programs are related to governmental accounting and auditing. The continuing professional education material is presented by nationally prominent accounting professors and other individuals who have thorough knowledge of auditing both municipal and county governments.

Our partners, managers, and senior staff members also attend annual conferences sponsored by the FGFOA, FMEA/FMPA, and FACC where they attend and teach continuing education classes that deal with new GASB pronouncements and current issues in Florida law that affect local governments and other similar topics.

TAB D—References/Governmental Client List

1—Florida Governmental Clients/References

Our governmental experience includes the following audits during the past three years serviced by our Gainesville and Tallahassee offices, and indicates years of audit service and contact information as requested in your RFP.

Client Name:		CITY OF ALACHUA, FLORIDA	
Scope of Work	Audit of all City operations, including electric, water and wastewater utilities, and Single Audit of federal and state grant programs. Participates in the GFOA Certificate Program.		
Date	September 30, 2009 to Present		
Engagement Partner	Ronald D. Whitesides, CPA		
Contact Information	Mr. Adam Boukari, Assistant City Manager		(386) 418-6100
	15100 NW 142 nd Terrace Alachua, Florida 32615		aboukari@cityofalachua.org

Client Name:		ALACHUA COUNTY DISTRICT SCHOOL BOARD	
Scope of Work	Audit of all District operations, including Internal Accounts and Single Audit of federal grant programs.		
Date	June 30, 2008 to Present		
Engagement Partner	Barbara Boyd, CPA		(352) 955-7559 rellaar@gm.sbac.edu
Contact Information	Mr. Alex Rella		
	Asst. Superintendent of Business Services 620 E. University Avenue Gainesville, Florida 32601		

Client Name:		CITY OF ATLANTIC BEACH, FLORIDA	
Scope of Work	Audit of all City operations, including water and wastewater utilities and Single Audit.		
Date	September 30, 1989 to September 30, 2001; September 30, 2004 to Present		
Engagement Partner	Ronald D. Whitesides, CPA		
	Mr. Russell Caffey, Finance Officer	(904) 247-5807	
Contact Information	800 Seminole Road	rcaffey@coab.us	
	Atlantic Beach, Florida 32233		

Client Name:		BRADFORD COUNTY, FLORIDA	
Scope of Work	Audit of all Board of County Commissioners operations, including Single Audit of federal and state grant programs, and separate audits of the Constitutional Officers.		
Date	September 30, 1994 to Present		
Engagement Partners	Ronald D. Whitesides, CPA, and Barbara Boyd, CPA		
Contact Information	Mr. Jim Farrell, CPA, Finance Director	(904) 966-6284	
	PO Drawer B Bradford County Courthouse Starke, Florida 32091	Jim_farrell@bradfordcountyfl.gov	

TAB D—References/Governmental Client List

1—Florida Governmental Clients/References (Continued)

Client Name:		TOWN OF BRONSON, FLORIDA	
Scope of Work	Audit of all Town operations, including Single Audit of federal and state grant programs.		
Date	September 30, 2006 to Present		
Engagement Partner	Barbara Boyd, CPA		
Contact Information	Ms. Pamela Whitehead, Town Clerk	(352) 486-2354	
	PO Box 266	bronsonclerk@bellsouth.net	
	Bronson, Florida 32621		

Client Name:		CITY OF CEDAR KEY, FLORIDA	
Scope of Work	Audit of all City operations, including Single Audit of federal and state grant programs.		
Date	September 30, 1987 to Present		
Engagement Partner	Barbara Boyd, CPA		
Contact Information	Ms. Nicole Gill, City Clerk	(352) 543-5132	
	PO Box 339	ngill@cedarkey.fl.us	
	Cedar Key, Florida 32625		

Client Name:		CITY OF FERNANDINA BEACH, FLORIDA	
Scope of Work	Audit of all City operations, including water and wastewater utilities, airport, golf course, and Single Audit of federal and state grant programs.		
Date	September 30, 2004 to Present		
Engagement Partners	Ryan M. Tucker, CPA, and Barbara Boyd, CPA		
Contact Information	Ms. Patti Clifford, Controller	(904) 310-3333	
	203 Ash Street	pclifford@fbfl.org	
	Fernandina Beach, Florida 32034		

Client Name:		FLORIDA GAS UTILITY	
Scope of Work	Audit of all Agency operations (a Florida Special District).		
Date	September 30, 2003 to Present		
Engagement Partner	Ronald D. Whitesides, CPA		
Contact Information	Ms. Nancy Holloway, CFO	(352) 334-0770	
	4619 NW 53 rd Avenue	nholloway@flgas.com	
	Gainesville, Florida 32606		

Client Name:		GADSDEN COUNTY, FLORIDA	
Scope of Work	Audit of all Board of County Commissioners operations, including Single Audit of federal and state grant programs, and separate audits of the five Constitutional Officers.		
Date	September 30, 2010 to Present		
Engagement Partners	Ryan M. Tucker, CPA, and Ronald D. Whitesides, CPA		
Contact Information	Ms. Connie McClendon, Finance Director	(850) 875-8601	
	PO Box 1799	conniem@gadsdenclerk.com	
	Quincy, Florida 32353		

TAB D—References/Governmental Client List

1—Florida Governmental Clients/References (Continued)

Client Name:		GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY	
Scope of Work	Audit of all operations and separate Single Audit of federal and state grant programs.		
Date	September 30, 1997 to Present		
Engagement Partner	Barbara Boyd, CPA		
Contact Information	Mr. Matthew Lyons, CFO	(352) 373-0249	
	3880 NE 39 th Avenue, Suite A	matthew.lyons@flygainesville.com	
	Gainesville, Florida 32609		

Client Name:		GAINESVILLE REGIONAL UTILITIES	
Scope of Work	Audit of all operations including report on bond compliance. Serves approximately 93,000 electric, water, wastewater, natural gas, and telecommunication customers.		
Date	September 30, 2014 to 2017		
Engagement Partners	Ronald D. Whitesides, CPA, and Barbara Boyd, CPA		
Contact Information	Claudia Rasnick, CPA, CFO Interim	(352) 393-1313	
	301 SE 4 th Avenue	rasnickce@gru.com	
	Gainesville, Florida 32601		

Client Name:		CITY OF GREEN COVE SPRINGS, FLORIDA	
Scope of Work	Audit of all City operations, including electric, stormwater, water and wastewater utilities, and Single Audit of federal and state grant programs.		
Date	September 30, 1999 to September 30, 2004; September 30, 2011 to 2016 (Mandatory Rotation)		
Engagement Partner	Ronald D. Whitesides, CPA		
Contact Information	Ms. Marlena Guthrie, CPA	(904) 529-2200	
	229 Walnut Street	mguthrie@greencovesprings.co	
	Green Cove Springs, Florida 32043		

Client Name:		CITY OF JACKSONVILLE BEACH, FLORIDA	
Scope of Work	Audit of all City operations, including electric, water and wastewater utilities, and audits of federal and state grant programs. In addition, audit of three defined benefit pension plans. Participates in the GFOA Certificate Program.		
Date	September 30, 1996 to Present		
Engagement Partner	Ryan M. Tucker, CPA		
Contact Information	Ms. Karen Nelson, CPA, Finance Director	(904) 247-6136	
	11 North 3 rd Street	knelson@jaxbchfl.net	
	Jacksonville Beach, Florida 32250		

Client Name:		CITY OF LAKE CITY, FLORIDA	
Scope of Work	Audit of all City operations, including water, wastewater, natural gas utilities, airport, Single Audit of federal and state grant programs.		
Date	September 30, 1998 to 2017		
Engagement Partner	Barbara Boyd, CPA		
Contact Information	Ms. Donna Duncan, CPA, Finance Director	(386) 719-5800	
	205 N. Marion Avenue	duncand@lcfia.com	
	Lake City, Florida 32055		

TAB D—References/Governmental Client List

1—Florida Governmental Clients/References (Continued)

Client Name:		CITY OF LIVE OAK, FLORIDA
Scope of Work	Audit of all City operations, including water, wastewater, natural gas utilities, and Single Audit of federal and state grant programs.	
Date	September 30, 2012 to Present	
Engagement Partner	Ryan M. Tucker, CPA	
Contact Information	Ms. Janet Parkhurst, Finance Director	(386) 362-2276
	101 White Avenue SE	jparkhurst@cityofliveoak.org
	Live Oak, Florida 32064	
Client Name:		NASSAU COUNTY, FLORIDA
Scope of Work	Audit of all Board of County Commissioners operations, including Single Audit of federal and state grant programs, and separate audits of the Constitutional Officers.	
Date	September 30, 2005 to 2016	
Engagement Partners	Ronald D. Whitesides, CPA, and Ryan M. Tucker, CPA	
Contact Information	Mr. John A. Crawford,	(904) 548-4505
	Clerk of Courts & Comptroller	cc: ayonn@nassauclerk.com
	76347 Veteran's Way Suite 456	jcrawford@nassauclerk.com
Contact Information	Yulee, Florida 32097	
Client Name:		CITY OF NEWBERRY, FLORIDA
Scope of Work	Audit of all City operations, including electric, water and wastewater utilities, and Single Audit of federal and state grant programs.	
Date	September 30, 2013 to Present	
Engagement Partner	Barbara Boyd, CPA	
Contact Information	Dallas Lee, Director of Finance	(352) 472-2446
	PO Box 369	Dallas.Lee@ci.newberry.fl.us
	Newberry, Florida 32669	
Client Name:		CITY OF NEPTUNE BEACH, FLORIDA
Scope of Work	Audit of all City operations, including Single Audit of federal and state grant programs.	
Date	September 30, 2013 to Present	
Engagement Partner	Ronald D. Whitesides, CPA	
Contact Information	Steven L. Ramsey, Director of Finance	(904) 270-2400
	116 First Street	sramsey@neptune-beach.com
	Neptune Beach, Florida 32266	
Client Name:		NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Scope of Work	Audit of all District operations.	
Date	September 30, 2013 to Present	
Engagement Partner	Ryan M. Tucker, CPA	
Contact Information	Ms. Amanda Bedenbaugh	(850) 539-5999
	81 Water Management Drive	amanda.bedenbaugh@nwfwmd.state.fl.us
	Havana, Florida 32333	

TAB D—References/Governmental Client List

1—Florida Governmental Clients/References (Concluded)

Client Name:		TOWN OF ORANGE PARK, FLORIDA	
Scope of Work	Audit of all City operations, including water and wastewater utilities, and audits of federal and state grant programs.		
Date	September 30, 2014 to Present		
Engagement Partner	Ronald D. Whitesides, CPA		
Contact Information	Mr. John Villanueva, CPA, Director of Finance	(904) 278-3017	
	2042 Park Avenue	jvillanueva@townop.com	
	Orange Park, Florida 32073		

Client Name:		CITY OF ST. AUGUSTINE BEACH, FLORIDA	
Scope of Work	Audit of all City operations, including Single Audit of federal and state grant programs. Participates in the GFOA Certificate Program.		
Date	September 30, 2012 to Present		
Engagement Partner	Ronald D. Whitesides, CPA		
Contact Information	Ms. Melissa Burns		(904) 471-2122
	2200 SR A1A South		mburns@cityofsab.org
	St. Augustine Beach, Florida 32080		

Client Name:	SUWANNEE VALLEY ELECTRIC COOPERATIVE, INC.		
Scope of Work	Audit of all Cooperative operations, and preparation of federal and state tax returns. Serves approximately 18,000 members.		
Date	December 31, 2015 to Present		
Engagement Partner	Ryan M. Tucker, CPA		
Contact Information	Ms. Christine Moore		
	Manager of Accounting	(386) 330-5651	
	Ms. Vicky Talmadge	christinem@svec-coop.com	
	Director of Administrative Services	(386)-362-2226	
	PO Box 160	vickyt@svec-coop.com	
	Live Oak, Florida 32060		

Client Name:	TALQUIN ELECTRIC COOPERATIVE, INC.		
Scope of Work	Audit of all Cooperative operations, including Talquin Water and Wastewater, Inc.		
Date	December 31, 2003 to Present		
Engagement Partner	Ryan M. Tucker, CPA		
Contact Information	Mr. Sean Alderman, Director of Financial Services		(850) 627-7651
	1640 West Jefferson Street		salderman@talquinelectric.com
	Quincy, Florida 32351		

2—Other Governmental Clients

Our firm specializes in governmental auditing, and we consider the entire state of Florida our primary practice area. The above list completes our list of governmental clients performed from our Gainesville and Tallahassee offices. In addition to our Gainesville and Tallahassee office audits, Purvis, Gray and Company also performs many additional governmental entities from our Ocala and Sarasota offices. A complete listing of similar audit clients can be found beginning on page 7.

TAB E—Audit Plan

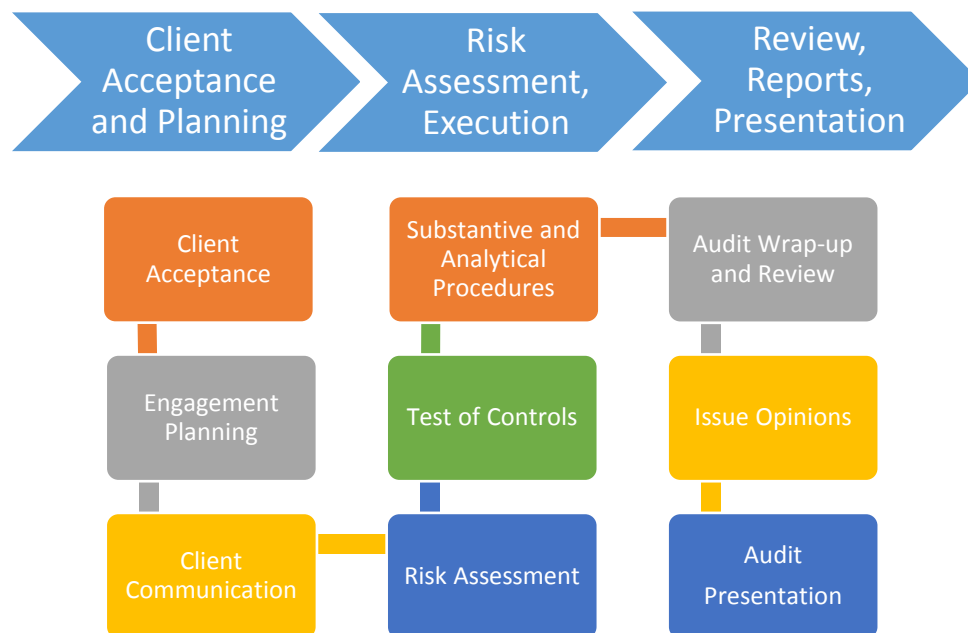
1—Overall Audit Approach



Audit Methodology

As required by audit standards, our audit methodology is a *risk-based approach*. This methodology focuses the audit resources on the areas where risks (i.e., of fraud, irregularities, financial statement errors) are most likely to occur. It emphasizes the “big picture” over the details.

The audit process can be further broken down into the following steps:



Approach to be Taken in Using Statistical Sampling in the Engagement

Statistical sampling will be used on this engagement and will be coordinated with other audit procedures to achieve audit objectives in the most efficient manner possible. Statistical sampling will be used in relation to audit procedures for:

- Tests of Controls
- Substantive Tests of Transactions and Account Balances
- Tests of Compliance with Laws and Regulations
- Attribute Sampling

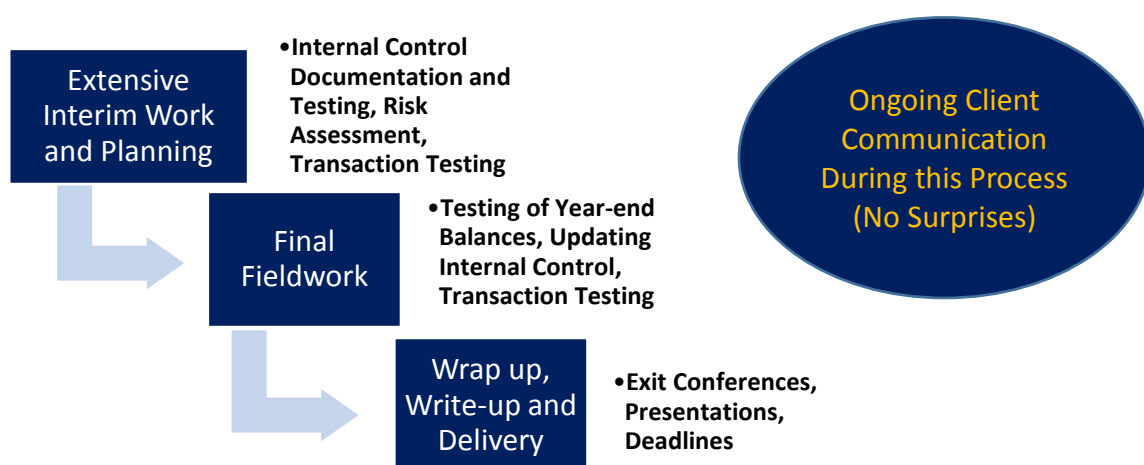
All sampling will be performed in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States; Uniform Guidance; Chapter 10.550, *Rules of the Auditor General*; and State Department of Financial Services, *State Projects Compliance Supplement*.

TAB E—Audit Plan

1—Overall Audit Approach *(Continued)*

Work Plan

This section describes the work plan for the year ending September 30, 2018 for the City. Upon being engaged as your auditors, we would immediately meet with the City's management team to discuss and establish a schedule within the established timetable to complete the audit fieldwork by January 31, 2019. The presentations to the City Commission would be no later than March 30 as outlined in the City's RFP. Our work plan will be developed in coordination with your staff and will be modified where the audit objectives can be achieved in a manner less intrusive to your operations. One of Purvis, Gray and Company's goals is to perform as much audit work as possible during interim fieldwork. This allows us to better schedule our annual workload, but also minimizes the pressure on your staff to maintain timetables and meet deadlines after year-end. In addition, it permits the earliest possible identification and resolution of accounting and auditing issues. Our preliminary plan will include the following:



Interim Work

- Conduct an entrance conference with the City Manager and the City's Finance team to discuss the City's status on prior audit items, operations, audit assistance, and other pertinent items. We will discuss the effect of any new accounting or auditing standards on the current audit. Additional discussions will be held, as needed, to discuss the progress of the audit and work through any issues that may arise. The Partners-in-Charge will attend these conferences.
- Perform certain initial audit and audit preparation procedures from our office (such as creating and organizing the audit engagement file; assessing and ensuring our independence and ability to serve as the City's auditor; downloading and reviewing City minutes, ordinances, resolutions, policies and procedures, and budgets; creating, updating, and reviewing permanent file documentation; developing or updating our understanding of the City and its environment; developing a preliminary audit strategy, including establishing areas in which test of controls will be performed; preparing time budgets; determine preliminary materiality limits, etc.)
- Obtain, review, and update City financial policies and procedures, flowcharts, and other documentation to develop and update business process and internal control narratives and checklists for significant classes of transactions. We will meet with key finance personnel and department directors or their designees to confirm: (1) our understanding of the business process; (2) that our identification of the key internal controls over financial reporting is consistent with management's identification of such controls; and (3) that the key internal controls over financial reporting have been properly designed and implemented. We will perform tests of controls in areas where such tests may reduce risks and provide for a more efficient audit of the area.

TAB E—Audit Plan

1—Overall Audit Approach (*Continued*)

Work Plan (*Concluded*)

Interim Work (*Concluded*)

- Review the internal controls and compliance over the City's federal awards and state financial assistance. We will identify major programs/projects and related compliance requirements, and perform tests required by the Federal and State *Single Audit Acts*, when applicable.
- Perform a review of the City's information technology (IT) environment and IT general controls over the significant financial applications identified. Our IT Department personnel will assist our Audit Department personnel with developing and performing these procedures.
- Perform preliminary analytical procedures and risk assessment procedures, and prepare preliminary audit programs.
- Work with your Finance Department personnel to identify, obtain, and mail confirmation requests to financial institutions, federal and state agencies, and attorneys.
- Conduct an interim exit conference with the Finance Director and key Finance Department personnel to summarize results of interim procedures, discuss preliminary areas of concern to confirm our understanding or to receive additional information from management, and discuss year-end work to be performed. The Partners-in-Charge will attend this conference.

Final Fieldwork

- Import the September 30, 2018 trial balance, and 2018 final budget into audit software. Map new funds and accounts and compare to draft financial statements. Resolve differences. Discuss presentation issues, if any, and make suggestions for management consideration.
- Perform year-end fieldwork, including analytical review, tests of details, and compliance tests.

Wrap-up and Report Delivery

- Prepare the City's draft financial statements, including entity-wide conversion, fund level statements, statements of cash flows, budgetary statements, and notes. Provide suggestions and recommendations to City management for consideration and discussion by February 8, 2019.
- Prepare and deliver our preliminary draft auditors' reports and governance letter, including findings, by February 15, 2019. Receive and resolve comments from management.
- Perform Purvis, Gray and Company in-house review and other wrap-up audit procedures, including financial condition benchmarking assessment, and independent (in-house) review.
- Conduct a final exit conference with the City's Finance Director, and the City Manager to summarize results of the audit and review significant findings by February 15, 2019. The Partners-in-Charge will attend this conference.
- Deliver final copies of the financial statements, independent auditors' reports on internal control and compliance after final exit conference by March 1, 2019.
- Present the final financial statements and related reports to the City Council by March 30, 2019.
- Prepare and certify the Data Collection Form for federal grants with the federal audit clearinghouse within 30 days of final report delivery.

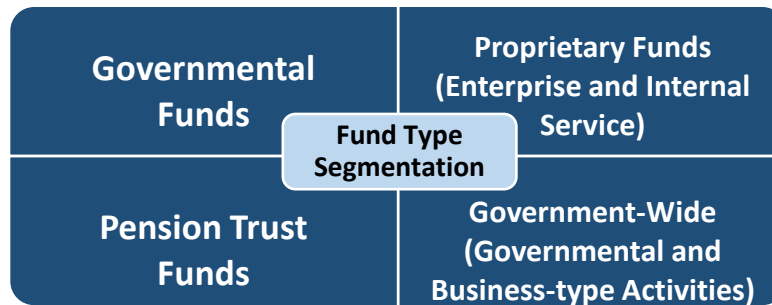
Proposed Segmentation of the Engagement

The City audit will be segmented along fund lines and by cross fund areas that are common to all funds. Cross fund areas will include: cash and investments, accounts payable, payroll/benefits, budgets, capital assets, debt, Single Audit, and pensions. The Single Audit will be conducted across all department grant programs/projects, and all grant revenues, receivables, and unearned revenues and expenses will be a part of the Single Audit segment.

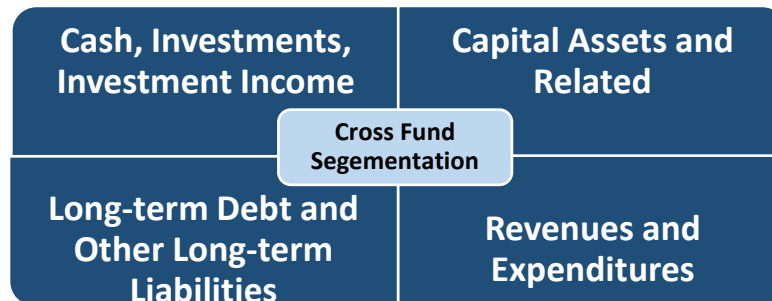
TAB E—Audit Plan

1—Overall Audit Approach *(Concluded)*

Proposed Segmentation of the Engagement *(Concluded)*



In certain areas, it may be more efficient to test an entire class of account balances or transaction type on an entity wide basis, rather than by fund type. The audit will be further segregated by cross fund area as indicated below:



Proper planning and communication is essential to an effective and efficient audit. Issues are identified, discussed, and resolved as early as possible. All members of the audit team and the firm are available to the City's management at all times throughout the process. Our audit approach utilizes substantive tests, compliance tests, tests of controls, and analytical procedures.

Analytical Procedures

Analytical procedures will be used extensively on this engagement. Initial applications will be used in general planning to improve the firm's understanding of operations and to identify areas for increased attention. Analytical procedures will also be used to facilitate the development of the audit program.

During the audit fieldwork, analytical procedures will be used as substantive tests to significantly reduce or eliminate certain tests of details. Analytical procedures will be used in the following and other audit areas:

- Contract and Grant Revenues
- Payroll and Fringe Benefits
- Debt and Debt Service Expenditures
- Inventories
- Other Expenditures

2—Approach to Auditing Internal Control Structure

Auditing Standards requires auditors to obtain an understanding of internal control sufficient to assess the risk of material misstatement of the financial statements due to error or fraud, and to design the nature, timing, and extent of further audit procedures.

TAB E—Audit Plan

2—Approach to Auditing Internal Control Structure (Continued)

We will perform audit procedures to obtain an understanding of the design and implementation of the City's key controls in each significant audit area. Understanding the key controls will include an extensive review and documentation of the City's control environment, risk assessment activities, information and communication systems, monitoring activities, and control activities.

As part of understanding the control activities, we will identify the following:

- Significant Classes of Transaction and Cycles - Some of the Processes Reviewed Include:
 - Financial Close and Reporting
 - Purchasing, Accounts Payable, and Cash Disbursements
 - Human Resources and Payroll
 - Utility Billing, Accounts Receivable, and Cash Receipts
 - Grants Expenditures, Billing, Accounts Receivable, and Cash Receipts
 - Golf Course, Cash Receipts and Disbursements
 - Marina, Cash Receipts
 - Pensions, Investment Management and Benefit Disbursements
- Other Areas with Significant Risks or Fraud Risks - For Example:
 - Unusual Transactions
 - Significant Estimates
 - Subsequent Events
 - Information Technology Risks

For significant classes of transactions and cycles, we will gain an understanding of the procedures over initiating, authorizing, recording, processing, reporting, and reconciling and will:

- Request, obtain, and review available City policies and procedures, flowcharts, and other documentation.
- Review City-provided documentation against practice aids developed by PPC and in-house.
- Develop and update our business process and internal control narratives, flowcharts, checklists, and other documentation based on our review of City-provided documentation against our practice aids.
- Meet with and interview key Financial Department personnel and department directors or staff of key offices and programs to further develop and update our understanding of the processes and controls to include:
 - Identify the Key Manual and Automated Controls
 - Confirm with Management that the Key Controls have been Properly Identified
 - Evaluate Whether the Key Controls are Properly Designed and Implemented by Performing Audit Procedures, Including Observation, Inspection, Reperformance, and Confirmation to Obtain Audit Evidence that the Controls are Properly Designed and Implemented
 - Identify any Weaknesses in the Design or Implementation
 - Discuss any Weaknesses in Internal Control with Management to Confirm our Understanding or to Receive Additional Information or Identify Compensating Controls, if any
 - Consider Performing Tests of Controls (to Test the Operating Effectiveness of the Control Over the City's Fiscal Year) if Controls have been Properly Designed and Implemented

For significant risks and fraud risks, we will identify the key controls, evaluate whether they have been properly designed and implemented, and design further audit procedures (tests of details) to specifically address those risks.

TAB E—Audit Plan

2—Approach to Auditing Internal Control Structure (Concluded)

For information technology risks, we will obtain an understanding of the extent to which information technology is used in the significant audit areas noted above and will identify the significant financial applications used. For the City's significant financial applications, we will obtain an understanding of the IT environment (including the significant financial applications' supporting technologies - operating systems, databases, network, etc.) and the IT General Control over these technologies, and evaluate the risks. Our procedures will be similar in nature to the procedures listed above **"for significant classes of transactions"**, except that they will focus on risks related to the IT control environment, change management, user access, and backup and recovery, instead of the initiating, authorizing, recording, processing, reporting, and reconciling of transactions.

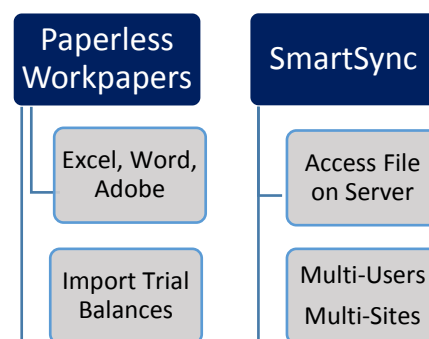
3—Approach to Auditing Information Systems

Extent of Computer Software to be Used in the Engagement

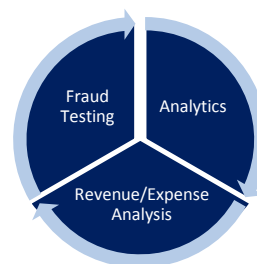
Auditors will use laptops with Microsoft's Windows 7 operating system and Microsoft's Office 2013 Suite (Word, Excel, Outlook) and second monitors throughout the engagement. We will request access to the internet from the City's IT Department and work with them to determine whether wired or wireless is more suitable. Specialized audit software utilized in your engagement will be in the following areas:



Paperless Audit Engagement Software System - CaseWare Working Papers and SmartSync



Computer-Assisted Audit Techniques (CAAT) Software - CaseWare's IDEA with SmartAnalyzer and Excel



CHECKPOINT® TOOLS

Research and

Audit Checklists, Worksheets, Programs, Letters - Thomson Reuters PPC Checkpoint Tools

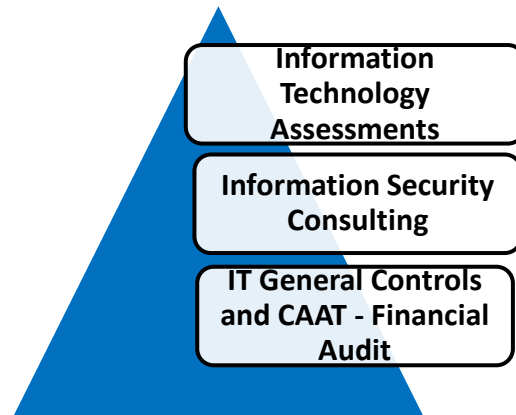
Research, Reference Material,
Checklists, Audit Programs,
Practice Aids PPC Checkpoint Tools

TAB E—Audit Plan

3—Approach to Auditing Information Systems *(Continued)*

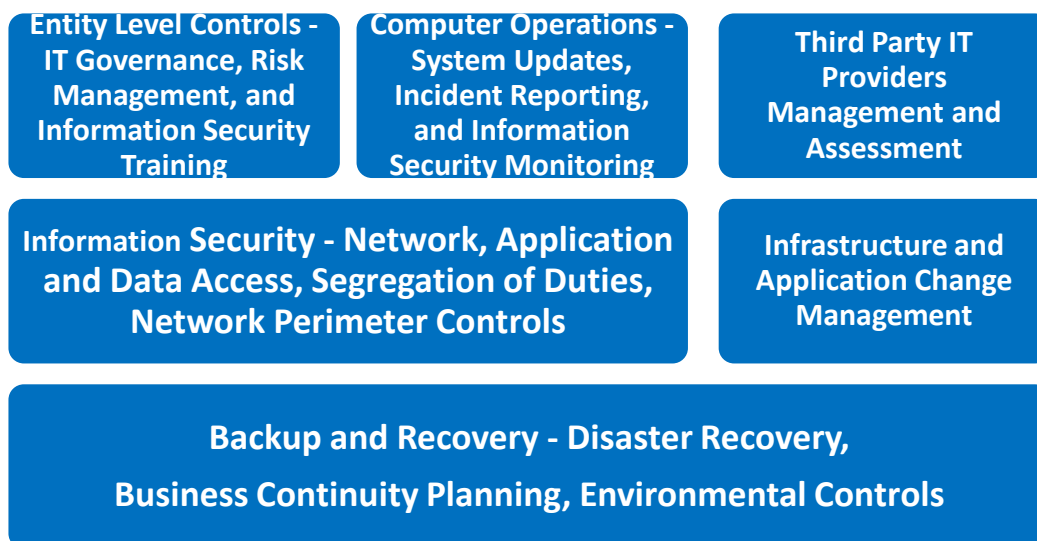
PGC IT Audit Support, IT Security Consulting, and IT Assessment

When you choose Purvis, Gray and Company you are getting a full suite of IT audit, consulting, and assessment services performed by IT professionals with the CISA, CISM, CITP, CGMA, CRISC, and CPA designations which can be summarized as follows:



IT Support of the Financial Audit Process

As part of the financial audit process, auditing standards require the auditor to gain an understanding of the IT environment including the Information Technology General Controls, which includes determining suitability of design and whether the control is implemented. The following are various types of Information Technology General Controls that typically are evaluated as part of the financial audit process.



Our IT Auditors will work with your IT professionals to evaluate the IT General Controls relevant to your financial applications that are key to the financial audit to advise and assist in the type, timing, and degree of testing performed by the audit team. This is usually accomplished through a questionnaire and checklist to be completed by your IT personnel followed up by interviews, inspection, and testing as deemed necessary by our IT Auditors.

TAB E—Audit Plan

3—Approach to Auditing Information Systems (Continued)

IT Support of the Financial Audit Process (Concluded)

Additionally, it is not uncommon for our IT Auditors to offer valuable formal or informal recommendations to further mature and refine your IT General Controls as a result of this process. The familiarity we gain from completing this work which is required for your financial audit will also make us very familiar with your IT platforms, ERP, and all other aspects of your IT. This is helpful in the event that we may be of further service beyond the Financial Audit in any areas of IT Consulting and Assessment services that we offer as outlined below.

Computer-Assisted Audit Tools (CAAT)

CAAT are used to assist the auditor and auditee in the following general areas:

CAAT		
Data Mining and Extraction	Data Sampling and Analysis	Fraud Detection

Information Security Consulting Offering

Information Security Program Design involves evaluating organizational security and compliance status using techniques such as interviews, observations, and documentation review:



TAB E—Audit Plan

3—Approach to Auditing Information Systems (Concluded)

Information Technology Assessments

Information Technology Assessment engagements offered by Purvis, Gray and Company include the following:

Cybersecurity

- AICPA Cybersecurity Engagements

SSAE-18 SOC Reports

- SOC Types 1, 2, and 3 Engagements

AICPA Cybersecurity Engagements

Cybersecurity threats are on the rise, challenging organizations of all sizes—whether public or private. Boards of directors, managers, investors, customers, and other stakeholders are pressuring organizations to demonstrate that they are managing cybersecurity threats, and that they have put into place effective cybersecurity risk management programs to prevent, detect, and respond to security breaches.

To meet that need, the AICPA has introduced [SOC for Cybersecurity](#), a solution that builds upon the profession’s experience in auditing system and organization controls. It enables CPAs to examine and report on an organization’s cybersecurity risk management program.

Purvis, Gray and Company can use the SOC for Cybersecurity criteria and guidance to provide advisory engagements to help our clients strengthen their cybersecurity risk management programs. Or, as an organization reaches a state of readiness, Purvis, Gray and Company as an independent CPA firm can offer a cybersecurity risk management examination engagement and provide an opinion on the entity’s description of its efforts, and the effectiveness of its controls.



SSAE-18 System and Organization Controls (SOC) 1, SOC 2, SOC 3 Examination and Reporting

By having an extensive expertise in generally accepted auditing standards, both nonprofit and for-profit accounting processes, information technology general controls, and the AICPA SSAE-18 attestation standards and requirements, coupled with an experienced SOC staff, Purvis, Gray and Company can provide your service organization user entities with a quality and professional, SSAE-18 SOC 1 Type 2 report.

Because Purvis, Gray and Company’s staff has extensive experience with the *Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*) and numerous types of third-party service offerings, we can provide your service organization user entities with a quality and professional SSAE-18 SOC 2 or SOC 3 Type 2 report.

Purvis, Gray and Company can also assist organizations with getting ready for their first SOC Type 2 examination and can provide a Type 1 report upon completion of the readiness phase.

TAB E—Audit Plan

4—Approach to be Taken in Determining Laws and Regulations that will be Subject to Audit Test Work

For audits conducted in accordance with *Government Auditing Standards*, the auditor is required to test compliance with laws and regulations that would have a material effect on the City’s financial statements. As such, we design our audit programs to ensure compliance with key laws and regulations such as:

- | | |
|---|-------------------------------------|
| ■ Budgetary Appropriation Limits | ■ Key Federal, State, or Local Laws |
| ■ Significant Debt Covenants | ■ Significant Contract Provisions |
| ■ Relevant Compliance Requirements of
Major Programs Under the Single Audits | ■ Use of Restricted Revenue Sources |
| | ■ CRA Compliance |

Any required sampling will be conducted in accordance with the applicable professional standards, as well as auditor judgement. Our objective is to ensure compliance with applicable standards in order to obtain sufficient audit evidence to issue not only our audit opinions, but also to issue the required GAGAS report on compliance. We will communicate any findings as part of the audit, and communicate any areas for improvement within the management letter.

Sampling will be coordinated with other audit procedures to achieve audit objectives in the most efficient manner possible. Our goal is to reduce the burden on staff and to ensure an efficient audit.

5—Firm’s Response to the Questions:

A—Use of Firm Policies in the Absence of Existing GAAP

Our audit team would evaluate the situation as it would apply to the City. We would not require a client to use a "firm policy" interpretation for its accounting approach. Each accounting decision should be made by management and as auditors, our responsibility is to review that approach. If the accounting approach has a valid underlying business premise and is consistent with sound financial practice, we would not take issue to its adoption.

B—GAAP Interpretation

If the GAAP interpretation could not be resolved by a meeting of City staff and our audit team, we would contact firm personnel and clients who have similar examples of the GAAP application in question and we would bring in real world examples. If that was not sufficient, we would contact the necessary oversight board and ask for further clarification.

C—Auditor Complacency

Our firm has a number of multi-year engagements with governmental entities. In fact, we have been auditors for many of our clients for over twenty years. We understand auditor complacency can occur. Part of our firm’s approach to this is that we have an independent “cold” review of the financial statements and workpapers by a partner who did not work on the engagement. In addition, we commonly rotate the in-charge partner or manager to avoid any complacency issues. Our firm has the ability to draw from audit teams across four different offices. Should the City request a rotation of in-charge personnel, we could easily accommodate this request.

TAB E—Audit Plan

6—GFOA Certificate of Achievement

Receiving the Certificate of Achievement for Excellence in Financial Reporting is a highly recognized award. Two of the audit partners in our firm are members of the GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program. As such, they review CAFRs on behalf of GFOA all through the year, learning new techniques and presentation to make the City's CAFR the best it can be.

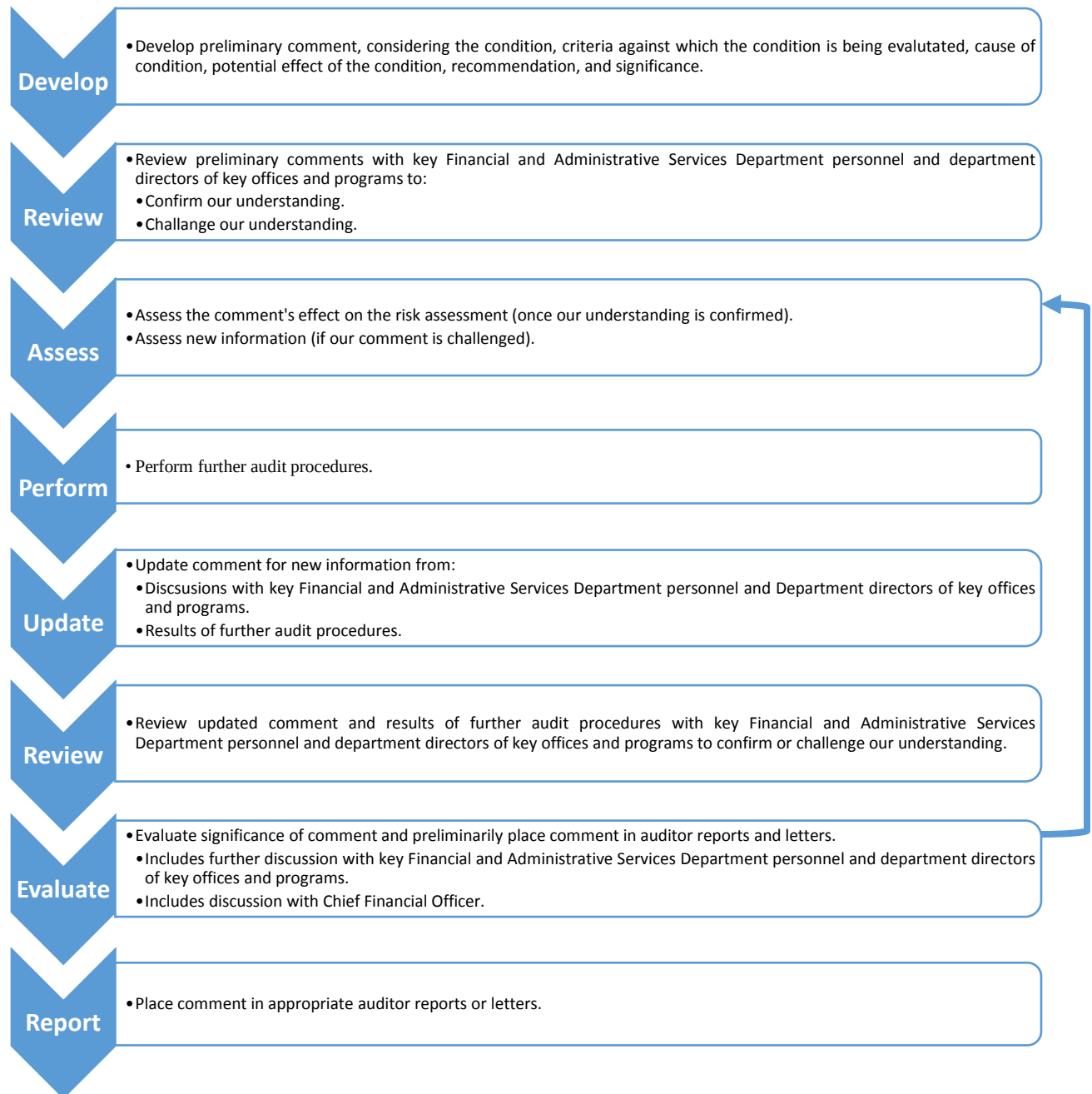
We are confident that we will be able to help the City obtain a Certificate of Achievement for Excellence in Financial Reporting with continued improvement in the CAFR product. In addition, we have provided expertise and assistances to many local governments, which helped them receive their Certificate of Achievement for Excellence in Financial Reporting. This information is located on page 34.

7—Approach to be Taken in Preparing Management Letters

We ensure our audit reports and letters are in compliance with the latest auditing standards with the use of PPC's practice aids. In addition, we utilize templates provided by the Auditor General of the State of Florida for the development of our management letters. We will draw upon our 70 years of experience with other local governments and utilities to look for ways that the City can be more efficient, cost effective, and improve internal controls. We will offer independent business advice and make ourselves available to staff and the City Commission to discuss any or all of our comments and recommendations. Our governmental and utility industry concentration has helped set our firm apart from others by providing meaningful management recommendations. Our approach to audit findings is simple: we try to identify and communicate significant matters as early in the process as possible. We do not like surprises and we know our clients do not like them either. That is why we hold weekly progress meetings with our clients in order to discuss and resolve internal control issues or accounting matters as quickly as possible. The diagram below represents a summary of our approach:

TAB E—Audit Plan

7—Approach to be Taken in Preparing Management Letters (Concluded)



TAB F—Independence

1—Affirmative Statement of Independence

We are independent certified public accountants as defined by generally accepted auditing standards and *Government Auditing Standards*, issued by the Comptroller General of the United States. We are independent of the City as defined by generally accepted auditing standards and *Government Auditing Standards*, issued by the Comptroller General of the United States.

2—Firm’s Professional Relationships with the City

We have audited the financial statements of the City since 2004. Other than the performance of these annual audits, we have had no professional relationships involving the City.

3—Professional Relations During the Period of the Engagement

We confirm that we will give the City written notice of any professional relationships entered into involving the City, or any of its agencies or component units, during the period of this agreement.

TAB G—Cost and Time Proposal

PURVIS, GRAY AND COMPANY, LLP COMPENSATION AND TIME

	Year 1	Year 2	Year 3	Estimated Hours
Basic Audit	<u>\$ 62,500</u>	<u>\$ 64,500</u>	<u>\$ 66,500</u>	550
Federal Single Audit, if applicable	\$ 3,500	\$ 3,500	\$ 3,500	40
State Single Audit, if applicable	\$ 3,500	\$ 3,500	\$ 3,500	40
	Hourly Rates			
Partner	\$ 180			
Manager	150			
Senior	130			
Staff	100			
Clerical	70			

The basic audit fee includes any travel, report production, or other out-of-pocket costs that may be incurred by our staff throughout the audit engagement.

Hourly rates for additional services vary based upon the level of staff (i.e., partner, manager, etc.) required to perform the additional services. We agree to perform additional services at the same hourly rate set forth above for completion of the basic audit.

TAB H—SAMPLE CONTRACT

Date

AUDIT ENGAGEMENT LETTER

Honorable Mayor and City Commissioners
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

We are pleased to confirm our understanding of the services we are to provide the City of Fernandina Beach, Florida (the City) for the years ending September 30, 2018, 2019, and 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the years ending September 30, 2018, 2019, and 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) GASB – Required Supplementary Pension and Other Postemployment Benefit Plan Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance
- 2) Major Fund Budgetary Comparison Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major federal programs and/or state projects, and an opinion (or disclaimer of opinion) on compliance with federal/state statutes, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program/project in accordance with the *Single Audit Act Amendments of 1996*; Title 2 U.S. Code of Federal Regulations Part 200; *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance); and the Florida *Single Audit Act* (if required).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; the provisions of the Uniform Guidance; and the Florida *Single Audit Act* (if applicable), and will include tests of accounting records, a determination of major programs/projects in accordance with the Uniform Guidance and the Florida *Single Audit Act*, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and the City Commissioners. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or

Audit Procedures—General (*Concluded*)

(4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the Florida *Single Audit Act*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance or the Florida *Single Audit Act*.

Audit Procedures—Internal Control (*Concluded*)

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and the Florida *Single Audit Act*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the Florida *Single Audit Act* require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with laws, regulations, and the terms and conditions of contracts and grant agreements applicable to major federal award programs and state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *Florida State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs/projects. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs/projects in our report on compliance issued pursuant to the Uniform Guidance and the Florida *Single Audit Act*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for: (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management Responsibilities (*Continued*)

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the Florida *Single Audit Act*, it is management's responsibility to evaluate and monitor noncompliance with laws, regulations, and the terms and conditions of contracts and grant agreements; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon the completion of our fieldwork.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and the Florida *Single Audit Act*. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and the Florida *Single Audit Act*; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and the Florida *Single Audit Act*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

Management Responsibilities (Concluded)

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with U.S. generally accepted accounting principles; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. generally accepted accounting principles; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Finally, with regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards and state financial assistance received, and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards and state financial assistance in accordance with the requirements of the Uniform Guidance and the Florida *Single Audit Act*.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your oversight grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal and/or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in October 2018 and to issue our reports no later than March 30, 2019. Mr. Ryan M. Tucker, CPA, and Ms. Barbara A Boyd, CPA are the partners on the engagement. These individuals are responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services, including costs of report reproduction, word processing, postage, travel, copies, telephone, etc. will be \$_____.

Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Honorable Mayor and City Commissioners
City of Fernandina Beach
Fernandina Beach, Florida

-8-

Date

Engagement Administration, Fees, and Other (*Concluded*)

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

PURVIS, GRAY AND COMPANY, LLP

Ryan M. Tucker, CPA
Partner

Barbara Boyd, CPA
Partner

RMT/BB/
Enclosures

RESPONSE:

This letter correctly sets forth the understanding of the City of Fernandina Beach, Florida.

Signature: _____

Title: _____

Date: _____

TAB I—Certificate of Insurance

Purvis, Gray and Company maintains all the required insurance coverage. Below is a copy of our current Certificate of Liability Insurance.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/17/2017			
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 have ADDITIONAL INSURED provisions or 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 McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607			CONTACT NAME: PHONE (A/C, No. Ext): 352-371-7977 FAX (A/C, No.): 352-505-2083 E-MAIL ADDRESS: mwi@mcgriffwilliams.com				
INSURED Purvis Gray & Co., LLP and Purvis Gray Tech. Group LLC PO Box 141270 Gainesville FL 32614			INSURER(S) AFFORDING COVERAGE INSURER A: Allied Property and Casualty NAIC # 42579 INSURER B: Depositors Insurance 42587 INSURER C: QBE Specialty INSURER D: INSURER E: INSURER F:				
COVERAGES CERTIFICATE NUMBER: 1087031423 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	ADDITIONAL INSURED	SUBROGATION	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:	Y	Y	ACBP0C5955521854	5/31/2017	5/31/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒			ACBP0C5955521854	5/31/2017	5/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR CLAIMS-MADE ☐			ACPCAP5945521854	5/31/2017	5/31/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACPWCD5955521854	5/31/2017	5/31/2018	PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A/C	Employee Dishonesty Bond Professional			BDC7900387274 JCG01943-02	5/31/2017 9/21/2017	5/31/2018 9/21/2018	\$500,000 \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER Insured Copy				CANCELLATION 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 <i>MacBWilliams</i>			

ACORD 25 (2016/03)

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TAB J—REQUIRED FORMS

EXHIBIT "A"

CONTACT SHEET

Name: Purvis, Gray and Company, LLP

Federal Taxpayer ID: 59-0548468

Mailing Address: P.O. Box 141270

City, State, & Zip Code: Gainesville, Florida 32614-1270

Telephone: 352.378.2461 **Fax:** 352.378.2505

Email: Bboyd@purvisgray.com

Submitted By: Barbara Boyd, CPA

Title: Partner

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Tweetie Tyre **Title:** Accounting and HR

Email Address: ttyre@purvisgray.com **Phone:** 352.416.1168

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach, Florida.
2. This sworn statement is submitted by (entity) Purvis, Gray and Company, LLP whose business address is P.O. Box 141270 Gainesville, Florida 32614-1270 and (if applicable) Federal Employer Identification Number (FEIN) is 59-0548468 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____).
3. My name is Barbara Boyd, CPA, and my relationship to the entity named above is Partner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

[Signature] 4/24/18
Signature Date:

STATE OF FLORIDA
COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 24 day of April, 2018, and is personally known to me or has provided _____ as identification.



[Signature]
Notary Public
My Commission expires: July 17, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Purvis, Gray and Company, LLP

CITY: Gainesville STATE: Florida ZIP CODE: 32614-1270

SIGNATURE:  PHONE: (352) 378-2461

NAME (TYPED OR PRINTED): Barbara Boyd, CPA TITLE: Partner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: Request for Proposal #18-02

Project Description: Independent Audit Services

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Purvis, Gray and Company, LLP

Authorized Signature: 

Title: Partner

Date: 4/24/18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Barbara Boyd, CPA Title: Partner

Signature:  Date: 4/24/18

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach, Florida.

This sworn statement is submitted by (entity) Purvis, Gray and Company, LLP whose business address is P.O. Box 141270, Gainesville, Florida 32614-1270 and (if applicable) Federal Employer Identification Number (FEIN) is 59-0548468 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Barbara Boyd, CPA, and my relationship to the entity named above is Partner.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Barbara Boyd 4/24/18
Signature Date:

STATE OF FLORIDA

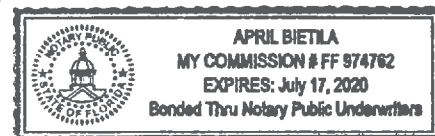
COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 24 day of April, 2018, and is personally known to me, or has provided _____ as identification.

April Bietila
Notary Signature

My Commission expires: July 17, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



NON-COLLUSION AFFIDAVIT

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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO X___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES___ NO X___

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES___ NO X___

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Purvis, Gray and Company, LLP

Firm

4/24/18

Date



Authorized Signature

Barbara Boyd, CPA, Partner

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

City of Fernandina Beach, Florida
Addendum No. 1
For
Request for Proposals
Audit Services RFP 18-02

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of RFP 18-02. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: Purvis, Gray and Company, LLP
Barbara Boyd, CPA **TITLE:** Partner

ADDRESS: P.O. Box 141270

CITY: Gainesville **STATE:** Florida

AUTHORIZED SIGNATURE:  **DATE:** 4/24/18

City of Fernandina Beach, Florida
Addendum No. 1
For Request for Proposals
Audit Services RFP 18-02

A. Questions and Answers:

- 1) Please provide us with a copy of all audit adjustments for FYE 9/30/17 and 9/30/2016. See attached for FYE 9/30/2016. Entries for FYE 9/30/17 not available because audit is not wrapped up as of this date.
- 2) Why is the City going out for proposal? The current agreement expires with the FYE 9/30/2017 audit.
- 3) From a financial standpoint, what are the City's top three priorities? In the Comptroller's opinion: working with FEMA and the City Manager to get the Marina rebuild completed; improved financial reporting using Munis; getting Munis Fixed Assets , Project Ledger, and Grants module squared away.
- 4) Has anything significant happened in the current year, which is different from prior years? Is something significant expected and/or budgeted to occur in the current year, or soon thereafter, which a potential auditor should be aware of? The current Comptroller is due to retire 1/2/2019. Nothing unusual in the budget or budget process anticipated.
- 5) What has been exhibited by the current auditors that the City values the most? The least? Current audit firm is very available – helps with GASB entries, debt issue/refinancing entries etc. Current auditor does not have a nearby office (Jacksonville).
- 6) The 9/30/17 Audited financial statements were not available via the website. Please provide a copy. The 9/30/2017 audit report is not completed – the anticipated completion date is June. This is primarily due to the following factors which took place in the past fiscal year: 2 hurricanes; accounting system conversion from IMS to Munis; loss of a seasoned accountant.
- 7) Per the 9/30/16 audited financial statements it is the City's intention to implement the recording of OPEB Liability per GASB 75. What is the City's plan to ensure the actuarial data is received on a timely basis for inclusion in the 9/30/2018 financial statements? The City employed an actuary and has prepared the OPEB / GASB 75 entries for the current fiscal year.
- 8) Please provide a listing of workpapers and schedules provided to the auditor last year. See attached listing.
- 9) On the top of page 6 of the RFP it indicates A-E for tabs, but looks like per the rest of page we should have tabs A-J. Which is correct? Should be A-J.
- 10) RFP page 6 Exhibit A indicates to include the cover letter and contact sheet prior to the tabs and in Tab J it indicates to include the contact sheet there too. Which is correct? Exhibit A - The cover letter and "contact information" will be the contact person. Exhibit A in Proposal tab J requests "contact information for accounting contacts and payment".
- 11) RFP page 6 indicates to include the Cost & Time Proposal as one of the tabs and page 14 (section G) refers to a sealed dollar cost document and so does the top of page 15. Please provide additional

clarification of whether a sealed cost dollar cost is required and specifically what is cost items are required to be included. Many city's provide a standard form so all CPA firms provide the same information and then makes it easier to compare. All references to submitting "sealed" cost estimates should be struck. Please see re wording of the last sentence of Section G, page 14 Any such additional work agreed to between the City and the firm shall be performed at the rate set forth in the schedule of fees and expenses ~~included in the sealed dollar cost document.~~ Please strike the last paragraph of Section 3 top of page 15 as follows: ~~After the non cost element score has been established, the sealed dollar cost envelope will be opened and additional points will be added to the initial score. The maximum score for cost will be assigned to the firm offering the lowest total all inclusive maximum cost. Appropriate scores will be assigned to the other proposers.~~

- 12) RFP page 12 Section C items 3 and 7 ask for the same information in the first sentence of both. Please clarify if all the information should just be provided in item 3. Please provide all information in Item 3 including cost information – ignore Item 7.
- 13) RFP page 14 refers to Exhibit E, but exhibit E is Proposer's acknowledgements and agreements. Is there a different exhibit for the cost information? There is no Exhibit E related to the Cost and Time proposal. Instead, include all estimated out of pocket expenses to be reimbursed in Section G / Tab G.
- 14) Page 3 instructs us to label the outside of our sealed package with the City's information (address, RFP number, etc.). However, page 16 states that the envelope should be addressed "as instructed on the Bid Form" (Exhibit A) and that we should include other information (our name and address of the bidder, date and hour of invitation to open bid, and the service being offered). Please clarify the information required for the outside of the sealed envelope? The correct submittal information is as stated on page 3 of the RFP - "The RFP submittal (1 original, 5 copies) and an electronic version (CD or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software) must be delivered to City Hall in a sealed package, clearly marked on the outside and addressed to:
City of Fernandina Beach
City Clerk's Office
Independent Audit Services-RFP# 18-02
204 Ash Street
Fernandina Beach, FL 32034
Hand delivered submittals are to be taken to the Clerk's Office at the above address."
- 15) Is the City drafting the financial statements, notes to financial statements, and MD&A? The City provides the Trial Balances and much of the underlying data for the notes. The City is solely responsible for the MD&A.
- 16) RFP page 9 – refers to combining and individual financial statements and a statistical section. The City currently does not present these in the financial statements. Also, on page 11 #11 it indicates the City prepares CAFR. Will 9/30/2018 be the first year preparing a CAFR. The City does not anticipate preparing a CAFR for FYE 9/30/2018.
- 17) Should the total All-Inclusive Maximum annual fee include the cost of the Federal and State Single Audit? or should this be a separate fee per major program required to be tested? The cost of the Federal and State Single Audit should be presented as a separate fee.

- 18) Please provide a copy of the bond compliance and debt compliance reports referred to on page 9 of the RFP items 5i and 5j. To date, no separate reports have been prepared on bond and debt compliance. However, the current auditors do review the City prepared debt covenant documentation, and the City's Annual Disclosure Report prepared by Hilltop Securities.
- 19) As provided for on page 7 of the RFP we would like to examine the City's supporting workpapers. Please arrange via email with the City Comptroller, pclifford@fbfl.org.

End of Addendum 1

RFP 18-02
Proposal To Provide
Audit Services To
City of Fernandina Beach

**For the fiscal years ending September 30, 2018 through Sept 30, 2020,
with the option to renew for an additional two years.**



James Moore & Co., P.L.
121 Executive Circle
Daytona Beach, Florida 32114
Phone: 386-257-4100
Fax: 386-252-0209
www.jmco.com

James Halleran, CPA
Lead Partner
Phone: 386-257-4100 x4434
James.Halleran@jmco.com

April 26, 2018

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Transmittal Letter

April 26, 2018

Patti Clifford, Comptroller
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034



Re: Audit Services

Dear Ms. Clifford and Members of the Selection Committee:

The opportunity to submit our proposal to provide audit services for the City of Fernandina Beach (the City) for the fiscal years ending September 30, 2018, 2019, and 2020, with the option to renew for an additional two years, is a privilege and appreciated.

With its beautiful beaches and rich history, Fernandina Beach is a Florida treasure. As a Florida firm that appreciates all our state has to offer, we have a vested interest in providing the highest level of service to the City. I appreciated the opportunity to examine the City's audit supporting work papers and was impressed with their accuracy and organization. As such, in this proposal we would like highlight what makes us the best firm to perform the City's audit.

Extensive Governmental Experience

Over the years we have served more than 100 local governments throughout the state of Florida, and **our firm has established a Government Services Team comprised of individuals who work almost exclusively on these engagements.** These team members are entrenched in the government industry, both in the services we provide to governmental entities throughout Florida and because of our industry associations. The team also regularly undergoes formal training and skill development focused on the needs of local governments. Our understanding of the requirements and operations of government entities means the highest quality of service for you.

James Halleran, your Lead Engagement Partner, has more than 20 years of experience providing audit and consulting services to government organizations throughout the state of Florida. James is known statewide as a distinguished government accountant and consultant and serves as a CAFR reviewer for the Government Finance Officers Association (GFOA). James also sits on the Technical Resource Committee for the Florida Government Finance Officers Association (FGFOA). He is an active committee member with the Florida Institute of CPAs (FICPA) and serves on the FICPA Steering Committee of the State & Local Government Section. He leads the firm's Accounting and Auditing Team and serves as an integral member of the firm's Government Services Team. As a result of this experience, he is frequently asked to present on topics specific to internal controls and accounting standards to industry-specific groups throughout Florida.

Bob Powell, your Quality Control Review Partner, has over 40 years of experience providing audit and consulting services to government organizations, associations, and nonprofit organizations throughout the state of Florida. He has extensive knowledge of federal and state single audit guidelines and, as such, has been intricately involved with audits of organizations that receive state and federal financial assistance subject to Government Auditing Standards. He is a key member of our Government Services Team and our Accounting and Auditing Team.

The Importance of Information Technology and Your Audit

Technology's rapidly changing landscape directly impacts the audit environment and the manner in which your financial and proprietary information is stored. James Moore maintains a Technology Solutions Consulting department with professionals proficient in technology-related audit standards, risk assessment, and data extraction.

Because of the importance of IT and your audit, **we have included a Certified Information Systems Auditor (CISA), Brendan McKitrick, on your engagement team to conduct a thorough IT assessment.** Brendan is highly skilled in IT-related audit services, risk assessments, application controls and data extraction, among other areas. We're sure that you'll find him to be a valued member of your audit team.

Transmittal Letter

Commitment to the City of Fernandina Beach

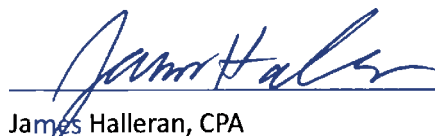
As seasoned auditors of governmental entities, we know management and elected officials expect the truth but hate surprises. That's why, in addition to the exit conference with management, we offer and encourage your governing board members to meet with our engagement team to answer your questions and address your concerns.

Outside of the engagement, we will maintain communication throughout the year, keeping appropriate personnel informed about reporting changes affecting them. We also encourage you to call us with questions regarding the engagement or with your day-to-day activities; James Moore is committed to serving you in a timely and responsive manner. **Additionally, we provide our government clients with free CPE credit throughout the year via webinars or in-person training.**

What our proposal cannot convey is our sincere desire to work with the City of Fernandina Beach. Our philosophy is simply stated—we believe our efforts should make a contribution to your success each year. We are confident that our services and support will exceed your expectations and prove to be the best value for you.

Sincerely,

JAMES MOORE & CO., P.L.



James Halleran, CPA
Partner
121 Executive Circle
Daytona Beach, FL 32114
386-257-4100
James.Halleran@jmco.com

See What They're Saying!

"The audit staff at James Moore & Co. is not only professional, but technically accomplished in the field of government finance. Their knowledge and guidance has been an integral part of Palm Coast establishing a high quality and transparent financial reporting system for the benefit of the citizens of our community."

Chris Quinn
Finance Director
City of Palm Coast, Florida

Firm Introduction

FIRM PROFILE

James Moore & Company, P.L. (James Moore) was founded in 1964 by James F. Moore. What began as a sole proprietorship has grown over the years to a full-service regional firm with offices in Daytona Beach, DeLand, Gainesville, and Tallahassee, Florida. We provide the traditional services of auditing, accounting, and business consulting, as well as non-traditional offerings such as agreed-upon procedures, decision validation services, Lean Six Sigma consulting, human resources solutions, and technology solutions consulting.

While we serve a wide range of industries and organizations, we consider governments to be a cornerstone of our practice. **Our dedicated Government Services Team has worked with over 100 government entities and related organizations throughout Florida;** a complete list of our government engagements begins on page 6. To further serve your industry and keep our knowledge current, we are also members of several governmental accounting organizations and regularly make presentations to these groups on topics such as internal controls, financial reporting, and process improvement.

Your engagement will be performed out of our Daytona Beach office, located at 121 Executive Circle, Daytona Beach, FL 32114. A breakdown of the number of employees by position in our offices is included below.

JAMES MOORE & CO., P.L.					
	FIRMWIDE	DAYTONA BEACH	DELAND	GAINESVILLE	TALLAHASSEE
Members (Partners)	18	4	1	11	2
Managers	32	6	3	20	3
Accounting Staff	63	19	7	26	11
Accounting & Controllershship Staff	15	3	1	10	1
Technology Solutions Consulting Staff	9	3	0	5	1
Administrative Staff	23	3	2	16	2
TOTAL	160	38	14	89	20
Governmental Audit Staff	90	24	1	50	15

We operate as one firm and not as separate and distinct offices with segregated duties. All of your engagement team members are based out of our Daytona Beach location except for your Bob Powell, your Quality Control Review Partner (Tallahassee) and Brendan McKitrick, your IT Audit Manager (Gainesville). We accomplish this by employing cloud solutions to manage communication, effectively transferring documents electronically, and maintaining a secure Client Portal. We operate 100% electronically, allowing our staff to collaborate on everything they do, regardless of their location. We understand that utilizing the right technology improves business processes and increases efficiency and collaboration.



- **Florida Trend** ranked James Moore as one of the **Top 25 Accounting Firms in Florida** in 2014, 2015 and 2016.
- **Accounting Today** named James Moore a **Best Accounting Firm to Work for** in 2015 and 2016.
- **INSIDE Public Accounting** recognized James Moore as a **Top 200 Firm** since 2010 (eight years running!).

Firm Introduction

GOVERNMENT SERVICES TEAM

Government entities are a cornerstone of our firm's practice. James Halleran and Brendan McKitrick (your Engagement Partner and IT Audit Manager, respectively) serve as integral members of our dedicated Government Services Team. As a result of our experience, we provide tailored accounting and attestation services for governmental entities. We are more than just a government auditor; we assist with the complexities associated with financial reporting and daily challenges. In addition to independent auditing services, solutions we provide to government entities include:

- Federal & State Compliance Solutions
- Financial Condition Assessments
- Budget Development/Evaluation
- Internal Control Analyses
- Elected Official Orientation
- Comprehensive Annual Financial Reports
- New Standard Implementation Assistance
- Forensic Auditing
- Decision Validation
- Finance Director Solutions

- Needs Assessments - Financial & IT
- Rate Studies
- Audit Readiness
- Actuarial Report Interpretations
- Risk Management Assistance
- Lean Six Sigma
- Fund Balance Planning & Management
- Agreed-Upon Procedures
- Comfort letters in connection with debt securities

James Halleran currently serves on the GFOA's CAFR Review Committee, which reviews CAFRs of governmental entities to determine if a CAFR meets the reporting requirements necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting.

James also serves on the FICPA Local Government Committee for several years and the FGFOA Technical Resource Committee. In addition, he has taught at several FGFOA Conferences and Volusia/Flagler Chapter meetings and is a frequent speaker throughout the state of Florida.



Firm Introduction

HANDLING GOVERNMENTAL TRANSITIONS FOR OVER 50 YEARS

Having successfully handled transitions on governmental engagements for more than 50 years, we offer the following testimonials to confirm the effectiveness of our transition approach and the quality of services we provide our clients.

"Changing auditors can be a very stressful time filled with trepidation. The City of DeLand changed auditors after an extremely long period of time with virtually the same audit firm, and the transition to the new firm, James Moore, was very smooth. The staff was extremely knowledgeable and flexible. They were eager and willing to work towards mutually agreeable solutions to all of their concerns. James Moore staff did a great job of communicating with the City, keeping the staff up to date with progress and any concerns. Most importantly, their constant communication ensured there were no surprises at the end. James Moore managed the transition very well and helped ease the City staff into the new roles which certainly helped to minimize any possible issues. Overall, the process went far more smoothly than anticipated and exceeded all expectations."

Kevin Lewis, CPA, Finance Director (Retired), City of DeLand, Florida

"After having the same auditors for over 33 years, transitioning to a new audit firm was challenging but very well worth the change. As our new auditor James Moore has been very efficient and thorough when conducting the City's audit. James Moore provides guidance not only during the audit but following the engagement as well. The staff is knowledgeable and always willing to aid the City in improving its processes, and keeps the City informed of new and pending pronouncements. The City of New Smyrna Beach is fortunate to have an auditor that provides feedback and communicates with us on an ongoing basis."

Althea Philord, Finance Director, City of New Smyrna Beach, Florida

"After being with our previous auditor for over 20 years, I was concerned that the transition to James Moore CPAs would be demanding of staff resources. Given that I am also new to the administration, that concern was even bigger. Those concerns were alleviated very quickly. The James Moore audit team communicated quickly and effectively with key players concerning all issues, and quickly established a good rapport with County staff. They demonstrated an incredible commitment to the County from the onset of the engagement, ensuring their understanding of our regulatory requirements, and establishing an effective plan with an attention to deadlines. James Moore CPAs clearly has experience transitioning as new auditor. We are pleased to have engaged their services, and look forward to working with them again."

Kellie Hendricks Connell, Clerk of the Court, Union County

Firm Introduction

COMPREHENSIVE GOVERNMENT EXPERIENCE

Our firm has audited over 100 governmental entities (local and state), giving us in-depth knowledge of your needs and requirements. A complete list of our municipal and county government experience is as follows:

MUNICIPALITIES

Altha
Astatula
Atlantic Beach
Avon Park
Bristol
Bunnell
Callahan
Cape Canaveral
Carrabelle
Chattahoochee
Chiefland
Crystal River
Daytona Beach
Daytona Beach Shores
DeLand
Dixie
Edgewater
Fernandina Beach

Flagler Beach
Golden Beach
Grand Ridge
Green Cove Springs
Greensboro
Greenville
Hampton
Havana
High Springs
Hilliard
Inglis
Interlachen
Lake Helen
Marco Island
Melbourne Beach
Midway
Monticello
Newberry
New Smyrna Beach

Orange Park
Ormond Beach
Palm Coast
Port Orange
Quincy
St. Marks
St. Pete Beach
Titusville
Welaka
Williston
Winter Park

COUNTIES

Flagler
Hamilton
Union
Volusia
Wakulla



Firm Introduction

SINGLE AUDIT EXPERIENCE

James Moore has extensive experience preparing single audits for government organizations in accordance with Government Auditing Standards, issued by the Comptroller General of the United States (Yellow Book), OMB Uniform Grant Guidance, the Florida Single Audit Act, and Rules of the Auditor General, Chapter 10.550.

Our experience encompasses a number of governmental entities. We have prepared single audits for the following clients (current and former).

- Baker County
- City of Avon Park
- City of Bristol
- City of Bunnell
- City of Carrabelle
- City of Cape Canaveral
- City of Crystal River
- City of Daytona Beach
- City of Daytona Beach Shores
- City of DeLand
- City of Edgewater
- City of Flagler Beach
- City of Green Cove Springs
- City of High Springs
- City of Monticello
- City of New Smyrna Beach
- City of Ormond Beach
- City of Palm Coast
- City of Port Orange
- City of St. Marks
- City of St. Pete Beach
- City of Titusville
- City of Williston
- City of Winter Park
- Clay County Utility Authority
- Flagler County
- Hamilton County
- North Florida Broadband Authority
- Northwest Florida Water Management District
- Putnam-Clay-Flagler EOC, Inc.
- Space Coast Transportation Planning Organization
- St. Johns River Water Management District
- Suwannee River Water Management District
- Suwannee Valley Transit Authority
- Town of Altha
- Town of Grand Ridge
- Town of Greensboro
- Town of Greenville
- Town of Havana
- Town of Orange Park
- Union County
- Volusia County
- Volusia Metropolitan Planning Organization
- Volusia Transportation Planning Organization
- Wakulla County
- Wakulla County School Board

Firm Introduction

EXPERIENCE WITH RETIREMENT/PENSION PLANS AND SCHOOL DISTRICTS



RETIREMENT/PENSION

Avon Park Firefighters' Pension Plan
Avon Park Police Officers' Pension Plan
Bunnell Firefighters' Pension Plan
DeLand Firefighters' Pension Plan
DeLand General Employees' Pension Plan
DeLand Police Officers' Pension Plan
Edgewater Firefighters' Pension Plan
Edgewater General Employees' Pension Plan
Edgewater Police Officers' Pension Plan
Flagler Beach Firefighters' Pension Plan
Flagler Beach Police Officers' Pension Plan
Green Cove Springs Police Officers' Pension Plan
Halifax Pension Plan
Holly Hill Police Pension Plan
Melbourne Beach Police Officers' Pension Plan
New Smyrna Beach Police Officers' and Firefighters' Pension Plan
Orange Park Firefighters' Pension Plan
Orange Park General Pension Plan

Orange Park Police Officers' Pension Plan
Ormond Beach Firefighters' Pension Plan
Ormond Beach General Employees' Pension Plan
Ormond Beach Police Officers' Pension Plan
Palm Coast Firefighters' Pension Plan
Port Orange Firefighters' Pension Plan
Port Orange General Employees' Pension Plan
Port Orange Police Officers' Pension Plan
Titusville General Pension Plan
Titusville Police Officers' and Firefighters' Pension Plan
Winter Park Firefighters' Pension Plan
Winter Park Police Officers' Pension Plan

SCHOOL DISTRICTS

Alachua County Public Schools
Baker County Public Schools
Bradford County Schools
Gadsen County School Board
Leon County School District
St. Johns County School District
Wakulla County School Board

Firm Introduction

EXPERIENCE WITH AUTHORITIES AND OTHER SPECIAL DISTRICTS



AUTHORITIES AND OTHER SPECIAL DISTRICTS

Alligator Point Water Resources District
Bridge Harbor Community Development District
Clay County Development Authority
Cypress Head Golf Club (City of Port Orange, Florida)
Daytona Beach Racing & Recreational Facilities District
Emergency Medical Foundation, Inc.
Federal Equitable Sharing & Law Enforcement Trust
Florida Department of Community Affairs
Florida Governmental Utility Authority
Gainesville Community Redevelopment Agency
Halifax Area Advertising Authority
Halifax Management System, Inc.
Indian River Lagoon Council
North Florida Broadband Authority
Northwest Florida Water Management District
Putnam-Clay-Flagler EOC, Inc.
River to Sea Transportation Planning Organization

Seacoast Utility Authority
Southeast Volusia Area Advertising Authority
Southwest Florida Water Management District
Space Coast Transportation Planning Organization
St. Johns River Water Management District
St. Lucie West Services District
Suwannee River Economic Council, Inc.
Suwannee River Water Management District
Suwannee Valley Transit Authority
Villages of Avignon Community Development District
Volusia Council of Governments
Volusia County Industrial Development Authority
Volusia Soil & Water Conservation District
Volusia Water Alliance
Water Authority of Volusia
West Volusia Advertising Authority

Firm Introduction

COMPREHENSIVE UTILITY EXPERIENCE



City of Atlantic Beach, Florida
City of Avon Park, Florida
City of Bristol, Florida
City of Cape Canaveral, Florida
City of Carrabelle, Florida
City of Chattahoochee, Florida
City of Chiefland, Florida
City of Crystal River, Florida
City of Daytona Beach, Florida
City of Daytona Beach Shores, Florida
City of DeLand, Florida
City of Edgewater, Florida
City of Flagler Beach, Florida
City of Green Cove Springs, Florida
City of Hampton, Florida
City of High Springs, Florida
City of Monticello, Florida
City of Newberry, Florida
City of New Smyrna Beach, Florida
City of Ormond Beach, Florida
City of Palm Coast, Florida
City of Port Orange, Florida

City of St. Marks, Florida
City of St. Pete Beach, Florida
City of Titusville, Florida
City of Williston, Florida
City of Winter Park, Florida
Alligator Point Water Resources District
Clay County Utility Authority
Flagler County, Florida
Florida Governmental Utility Authority
Seacoast Utility Authority
St. Lucie West Services District
Town of Altha, Florida
Town of Grand Ridge, Florida
Town of Greensboro, Florida
Town of Greenville, Florida
Town of Havana, Florida
Town of Hilliard, Florida
Town of Inglis, Florida
Town of Interlachen, Florida
Town of Orange Park, Florida
Volusia County, Florida

Firm Introduction

SPECIAL ENGAGEMENTS

James Moore strives to be more than simply a government auditor. We are continually focused on learning the business of government. It is not just about booking a transaction, but more about finding the solutions to tough problems. In addition to accounting and auditing, we also offer agreed-upon procedures, decision validation services, Operational Excellence consulting, and technology solutions consulting.

City of Cape Canaveral, Florida

City of Flagler Beach, Florida

City of Newberry, Florida

City of Ormond Beach, Florida

City of Palm Coast, Florida

City of Port Orange, Florida

City of Marco Island, Florida

City of Williston, Florida

Columbia County, Florida Sheriff's Office

Halifax Area Advertising Authority

Okaloosa County, Florida

Southeast Volusia Advertising Authority

Volusia County, Florida

Volusia Transportation Planning Organization

CITY OF FLAGLER BEACH, FLORIDA

Technology Solutions Consulting:

James Moore's Technology Solutions Consulting Team provides support for the City of Flagler Beach's servers, workstations and infrastructure. The City has nine sites connected back to a central location with either BrightHouse broadband or fiber. They have a main firewall appliance, three physical servers, twelve virtual servers running on Microsoft Windows Hyper-V. The City also runs Microsoft Exchange 2010 on premise.

CITY OF ORMOND BEACH, FLORIDA

Lean Six Sigma Consulting:

James Moore's Lean Six Government Solutions Team applied Lean methodologies to the City's construction contract change orders and HR performance review processes. Through this process, the City was able to improve efficiency by reducing turnaround times, standardizing processes, eliminating unnecessary paperwork and redundant procedures, and defining expectations.

Firm Introduction

PEER REVIEW REPORT

James Moore completed our fourteenth peer review and received a “pass” rating. However, since the process was very recently completed, we have not yet received our certificate. Our thirteenth peer review report, dated January 22, 2015, is presented below and also indicates a “pass” rating. This peer review included a review of governmental engagements.



CPAs & Advisors

SYSTEM REVIEW REPORT

January 22, 2015

To the Members
James Moore & Co., P.L.
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and examinations of service organizations (Service Organizations Control (SOC) 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC

Jackson, Mississippi

One Jackson Place, Suite 500 ■ P.O. Drawer 22507 ■ Jackson, MS 39225-2507 ■ Ph: 601-948-2924 ■ Fx: 601-960-9154 ■ www.HaddoxReid.com

Errors and Omissions (E&O) Claims, Federal or State Desk Reviews, Field Reviews & Disciplinary Actions

The firm has had no errors and omissions claims (successful or otherwise) or reports or records of substandard work. There have been no federal or state desk reviews or field reviews of its audits. There have been no disciplinary actions taken or pending against the firm or any partners or employees of the firm by state regulatory bodies or professional organizations within the last three years or in the history of the firm.

Qualifications/Experience

PROPOSED STAFFING PLAN

Successful engagement performance requires a strong, functional team. Our approach to selecting an engagement team is based on the need for close coordination, carefully-defined responsibilities, open lines of communication, and constant quality control throughout the engagement. We hire the best from around the state, bringing value to our partnership with clients.

All accountants assigned to your engagement are licensed to practice as certified public accountants in the state of Florida. Every team member has extensive experience serving governmental entities and at least 24 hours of governmental accounting and auditing-related CPE (and therefore has met the CPE requirements of the Florida Board of Accountancy and Government Audit Standards). Their resumés (including clients served) are included on the following pages.

James Halleran, CPA, Lead Partner, will have complete and final responsibility for the audit, from planning to presentation of the financial statements. He is also responsible for ensuring the highest quality of client service and technical competence.

Bob Powell, CPA, Engagement Quality Control Review Partner, will perform the second partner review of the audit. He will also be available to the entire audit team for all aspects of the engagement.

Caitlan Walker, CPA, Manager, will be on site and primarily responsible for supervising the engagement team from planning and fieldwork through financial statement delivery.

Brendan McKittrick, CPA, CISA, IT Audit Manager, will participate in all aspects of the audit, from planning, performance and supervision of fieldwork to the preparation of financial statements and reports. He will also perform IT assessments, risk assessments, IT general controls, and other technology-related services.

Josh Van Zandt, CPA, Senior Accountant, will play a role in planning, performance and supervision of fieldwork, as well as the preparation of the financial statements and reports.

While each team member brings his or her own varied experience to the engagement team, they also work together on a regular basis—resulting in an even higher level of efficiency and familiarity. In addition to several governmental clients that have been served by more than one of your engagement team members, all members of this team have worked on the following engagements:

City of Bunnell, Florida (2015 - present)

City of Cape Canaveral, Florida (2010 - present)

City of Edgewater, Florida (2009 - present)

City of Ormond Beach, Florida (2002 - present)

City of Palm Coast, Florida (2004 - present)

City of Port Orange, Florida (2013 - present)

County of Volusia, Florida (2002 - present)

Florida Governmental Utility Authority (2009 - present)



Qualifications/Experience

RESUMÉS



JAMES HALLERAN, CPA LEAD PARTNER

James has more than 20 years of experience providing accounting and consulting services for nonprofit organizations and government entities. He leads the firm's Accounting & Auditing Client Services Team and is a key member of the firm's Government and Nonprofit Services Teams.

ENGAGEMENT RESPONSIBILITIES

James will serve as the primary point of contact and will have complete as well as final responsibility for the engagement. He will oversee and approve all procedures and will also be responsible for ensuring the highest quality of client services.

EXPERIENCE

James' experience includes a wide range of assignments with an emphasis on nonprofit and governmental auditing. He provides consulting and personalized accounting and auditing services to his clients. During his tenure with the firm, James has been involved with nonprofit organizations that receive state and federal financial assistance subject to Government Auditing Standards, Florida Single Audit Act and with OMB Uniform Grant Guidance. He has performed consulting services in the area of internal controls, agreed-upon procedures and system design. In addition, he has performed internal inspections and external peer reviews for the firm in accordance with peer review requirements.

James is recognized statewide as an expert for nonprofit auditing and reporting, and currently serves on committees for the FICPA and the FGFOA. James is also often called upon to teach training courses within the firm and for the FICPA and FGFOA. Additionally, he serves as a CAFR reviewer for the GFOA.

James is also the Partner-in-Charge of the Strategic Nonprofit Alliance Partnership (SNAP) educational training for the firm's Daytona Beach office.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

James received a Master of Science in Taxation and a Bachelor of Science degree in Business Administration with a Major in Accounting from the University of Central Florida. He has exceeded Government Auditing Standards continuing professional education requirements. He has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the Not-For-Profit Section
and Government Audit Quality Center)

Florida Institute of
Certified Public Accountants
(Steering Committee of the
State & Local Government Section)

Government Finance Officers Association
(CAFR Reviewer)

Florida Government
Finance Officers Association
(Technical Resource Committee
and Instructor)

Volusia/Flagler Chapter of the Florida
Government Finance Officers Association
(Instructor)

Northeast Florida League of Cities

Volusia League of Cities

Space Coast League of Cities

United Way of
Volusia and Flagler Counties, Inc.
(Past Chair and Past Treasurer)

Strategic Nonprofit Alliance Partnership
(Partner-in-Charge -
Volusia/Flagler Group)

Rotary Club of Daytona Beach
(Past Treasurer)

Port Orange/South Daytona Chamber of
Commerce (Past Board Member)

Leadership Port Orange/South Daytona
Chamber Alumni

Volusia County Citizens Academy Alumni

Qualifications/Experience

RESUMÉS

JAMES HALLERAN, CPA
LEAD PARTNER

RELEVANT EXPERIENCE

MUNICIPALITIES

Astatula
Avon Park
Bunnell
Cape Canaveral
Chattahoochee
Chiefland
Daytona Beach
Daytona Beach Shores
DeLand
Edgewater
Flagler Beach
Green Cove Springs
Havana
High Springs
Hilliard
Interlachen
Melbourne Beach
Midway
Newberry
New Smyrna Beach
Orange Park
Ormond Beach
Palm Coast
Port Orange
South Daytona
St. Pete Beach
Titusville
Welaka
Winter Park
Williston

COUNTIES

Baker
Flagler
Union
Volusia

RETIREMENT/PENSION - SEPARATE AUDITS

City of Port Orange General Employees
Defined Benefit Plan
City of Port Orange Police Pension Plan
Halifax Pension Plan
Holly Hill Police Pension Plan

SCHOOLS/SCHOOL DISTRICTS

The Chiles Academy
School for Accelerated Learning & Technologies, Inc.

OTHER GOVERNMENTAL ORGANIZATIONS

Clay County Development Authority
Clay County Utility Authority
Florida Governmental Utility Authority
Florida PACE Funding Agency
Housing Finance Authority of Volusia County
Indian River Lagoon Council
River to Sea Transportation Planning Organization
Seacoast Utility Authority
Southeast Volusia Area Advertising Authority
Southwest Florida Water Management District
Villages of Avignon Community Development District
Volusia Council of Governments (VCOG)
Space Coast Transportation Planning Organization
West Volusia Area Advertising Authority
West Volusia Hospital Authority

Qualifications/Experience

RESUMÉS

BOB POWELL, CPA QUALITY CONTROL PARTNER

Bob has over 40 years of experience providing audit and consulting services to nonprofit organizations, associations, and government entities throughout the state of Florida. He is a key member of the firm's Government Services Team and Accounting & Auditing Team.

ENGAGEMENT RESPONSIBILITIES

Bob will perform the second partner review of the financial statements. He will also be available to the entire engagement team for all aspects of the engagement.

EXPERIENCE

A certified public accountant in the states of Florida, Georgia, and Alabama, Bob is experienced in providing consulting and personalized accounting services to governmental entities and nonprofit organizations. He has been an invaluable resource to these organizations because of his ability to create solutions to strengthen controls, improve their financial reporting, and streamline their accounting processes.

Bob is recognized as a top governmental accountant in Florida and, as such, is a key member of the firm's Government Services Team. He has extensive knowledge of OMB Uniform Grant Guidance and has been intricately involved with audits of governments and nonprofit organizations that receive state and federal financial assistance subject to Government Auditing Standards. He has also been instrumental in developing procedures specific to auditing grants.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Bob received a Bachelor of Science in Accounting from the University of Alabama. He has exceeded the continuing professional education requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the
Government Audit Quality Center)

Florida Institute of
Certified Public Accountants
(State & Local Government
Section)

Alabama Institute of Certified
Public Accountants

Georgia Institute of Certified Public
Accountants

Government Finance Officers
Association

Florida Government Finance
Officers Association

National Association of
Accountants

Strategic Nonprofit Alliance
Partnership (SNAP), Inc.,
(Founding Member)

United Partners for
Human Services, Inc.
(Board Member)

Qualifications/Experience

RESUMÉS

BOB POWELL, CPA
QUALITY CONTROL PARTNER

RELEVANT EXPERIENCE

MUNICIPALITIES

Altha
Bristol
Bunnell
Cape Canaveral
Carrabelle
Cedar Grove
Chattahoochee
DeLand
Edgewater
Fernandina Beach
Grand Ridge
Greensboro
Greenville
Havana
Hilliard
Midway
Monticello
Ormond Beach
Palm Coast

Sopchoppy
St. Marks
St. Pete Beach

COUNTIES

Union
Volusia

SCHOOL DISTRICTS & OTHER GOVERNMENTAL ORGANIZATIONS

Alligator Point Water District
Daytona Beach Area Racing & Recreational Facilities District
The District School Board of Taylor County (Internal Accounts)
Florida Governmental Utility Authority
Florida PACE Funding Agency
Halifax Area Advertising Authority
Northwest Florida Water Management District
Seacoast Utility Authority
Suwannee River Water Management District
St. Johns River Water Management District

Qualifications/Experience

RESUMÉS

CAITLAN WALKER, CPA MANAGER

Caitlan serves as an auditor and trusted advisor to nonprofit organizations and government entities. As a result of her experience, she serves as a key member of the firm's Accounting and Auditing Team and Government Services Team.

ENGAGEMENT RESPONSIBILITIES

Caitlan will be primarily responsible for the planning, performance and supervision of fieldwork, as well as the preparation of the financial statements and reports. The majority of her work will be performed on site.

EXPERIENCE

Although Caitlan serves clients in a broad range of industries, her focus is on serving the needs of nonprofit and government organizations. As a result of her experience, she serves as an integral member of the firm's Accounting & Auditing Team, where she focuses on single audits and compliance testing. Caitlan also serves in a consulting capacity to assist entities and organizations better prepare for their external audits and preparation of financial statements.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Caitlan graduated with her Masters in Accountancy and graduated Cum Laude with her Bachelor of Science in Business Administration from Stetson University. She has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the Government Audit
Quality Center)

Florida Institute of Certified
Public Accountants (State & Local
Government Section)

Volusia/Flagler Chapter of the
Florida Government Finance
Officers Association

Volusia League of Cities

Space Coast League of Cities

Volusia Young Professionals Group
(Former Board Member)

Strategic Nonprofit Alliance
Partnership (SNAP), Inc. (Member)

Susan G. Komen Race for the Cure
(Volunteer)

Beta Alpha Psi (Member)

Zeta Tau Alpha,
Stetson University Chapter
(Financial Advisor)

Qualifications/Experience

RESUMÉS

CAITLAN WALKER, CPA
MANAGER

RELEVANT EXPERIENCE

MUNICIPALITIES

Avon Park
Bunnell
Cape Canaveral
DeLand
Edgewater
New Smyrna Beach
Ormond Beach
Port Orange

COUNTIES

Volusia

OTHER GOVERNMENTAL ORGANIZATIONS

Clay County Utility Authority
Florida Governmental Utility Authority
Florida PACE Funding Agency
Halifax Area Advertising Authority
Housing Finance Authority of Volusia County
Indian River Lagoon Council
Southeast Volusia Advertising Authority
Space Coast Area Transit
Space Coast Transportation Planning Organization
West Volusia Advertising Authority

Qualifications/Experience

RESUMÉS



BRENDAN MCKITRICK, CPA, CISA MANAGER & IT AUDITOR

Brendan has over seven years of experience in the accounting industry. As a CPA and CISA, Brendan works closely with organizations in a broad range of industries where he provides a variety of IT-related audit services and financial statement audits.

ENGAGEMENT RESPONSIBILITIES

Brendan will play a role in the audit, planning, performance and supervision of fieldwork, as well as the preparation of the financial statements and reports. He is also responsible for the IT controls and assessment, and data extraction testing. The majority of his work will be performed on site.

EXPERIENCE

As a Certified Information Systems Auditor, Brendan stays current on technology related audit standards and focuses his career on providing IT assessments, risk assessments, IT general controls, application controls, data extraction, and related IT consulting services for his clients.

As a Manager, Brendan is also skilled in managing and monitoring the audit process, including planning meetings, testing, risk assessment, evaluation, and developing the engagement approach.

As a result of his experience serving related entities, Brendan serves as an integral member of the firm's Higher Education and Government Services Teams.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Brendan received a Master of Science in Information Systems and Operations Management and a Bachelor of Science in Accounting from the University of Florida. He has exceeded the continuing professional education requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute
of Certified Public Accountants
(Member of the
Government Audit Quality Center)

Florida Institute of
Certified Public Accountants
(State & Local Government Section)

Florida Government Finance Officers
Association (FGFOA)

North Central Chapter of the FGFOA

Florida League of Cities

Alachua League of Cities

Northeast Florida League of Cities

Suwannee Valley League of Cities

Information Systems Audit and
Control Association (ISACA)

College Athletic Business
Management Association
(CABMA)

National Association of College and
University Business Officers
(NACUBO)

Qualifications/Experience

RESUMÉS

BRENDAN MCKITRICK, CPA, CISA
MANAGER & IT AUDITOR

RELEVANT EXPERIENCE

MUNICIPALITIES

Cape Canaveral
Chiefland
DeLand
Ft. Lauderdale
Green Cove Springs
High Springs
Inglis
Lakeland
Ormond Beach
Palm Coast
Port Orange
St. Pete Beach
Tampa
Titusville

COUNTIES

Volusia

GOVERNMENT RETIREMENT/PENSION

Shands Healthcare Employee Benefit Plans/UF Health

OTHER GOVERNMENTAL ORGANIZATIONS

St. Johns Water Management District

PUBLIC UNIVERSITY

Florida A&M University
Florida International University
Department of Athletics
Gator Boosters, Inc.
Northern Illinois University Athletics Department
University Athletic Association, Inc.
(University of Florida)
UCF Convocation Corporation
UCF Finance Corporation
UCF Stadium Corporation
University of Florida College of Pharmacy Faculty
Practice Association, Inc.
University of Florida Department of Housing
University of North Carolina Wilmington
Department of Athletics
University of South Florida Athletics

Qualifications/Experience

RESUMÉS



JOSH VAN ZANDT, CPA SENIOR ACCOUNTANT

Josh has four years of experience providing auditing, tax, and personalized accounting services to government entities and nonprofit organizations.

ENGAGEMENT RESPONSIBILITIES

Josh will be responsible for various aspects of the engagement, from planning, performance and supervision of fieldwork, data extraction testing, and preparation of final audit reports. The majority of his work will be performed on site.

EXPERIENCE

Josh has three years of professional accounting experience in both audit and tax capacities. At James Moore, he works on audit and attestation engagements primarily for the government and nonprofit industries. He also performs other assurance engagements in areas such as employee benefit plans and for-profit businesses.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Josh earned a Bachelor of Arts in Accounting from Cedarville University. He has exceeded the CPE requirements of the State Board, with classes specific to governmental and nonprofit auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the Government Audit
Quality Center)

Florida Institute of
Certified Public Accountants
(State & Local Government Section)

Daytona Beach Toastmasters Club

Volusia Young Professionals Group

Delta Mu Delta
(Former Officer)

RELEVANT EXPERIENCE

MUNICIPALITIES

Cape Canaveral
Edgewater
Green Cove Springs
Lake Helen
Malabar
Ormond Beach
Palm Coast
Port Orange
Titusville

COUNTIES

Volusia

OTHER GOVERNMENTAL ORGANIZATIONS

Clay County Utility Authority
Florida Governmental Utility Authority
Florida PACE Funding Agency
Halifax Area Advertising Authority
Seacoast Utility Authority
Southeast Volusia Advertising Authority

Qualifications/Experience

ESTABLISHING AND MAINTAINING QUALITY OF STAFF

Hiring Philosophy

The primary asset of any business is the quality and skill of its employees. Our firm employs top professionals with diverse accounting, financial, and personal backgrounds. All professional staff members are college graduates and most are CPAs. We recruit from universities and hire individuals in the upper 25% of their graduating class. Additionally, a substantial portion of our accountants have worked with national firms, providing additional training and experience to our firm.

As we hire top professionals throughout the state, we sometimes draw from multiple offices to ensure we assemble the best team for each engagement. This ultimately adds value to our partnership with clients. We have provided a breadth of engagement team members in this proposal to support your specific needs.

Continuity

Your engagement team will remain as consistent as possible and will always include experienced individuals. We will provide an audit team experienced with and knowledgeable about nonprofit entities. ***We do not believe it is your responsibility to train our staff.*** We understand the benefit of continuity of all engagement personnel year after year. We make every attempt to utilize the same personnel, which provides an intangible benefit to our clients and reduces the disruption to our client's operations. If changes to the engagement team become necessary, we will submit our request in writing for your approval.

Retention

Our staff turnover is very low compared to most CPA firms, averaging approximately 10% for all employees over the past three years. While we cannot guarantee the same individuals will be assigned to an engagement year after year, we do recognize the importance of assigning experienced staff to government engagements. Each individual assigned has experience serving comparable organizations, has fund accounting and auditing experience, and has experience with federal and Florida single audits.



Qualifications/Experience

SIGNIFICANT SIMILAR ENGAGEMENTS

We are pleased to provide you with client references that represent our most significant engagements over the last five (5) years that are similar in nature to your engagement. We invite you to contact these entities regarding our dedication to client service, our professionalism, and our knowledge and experience.

City of Palm Coast, Florida

160 Lake Avenue
Palm Coast, FL 32164

Helena Alves, Finance Director
(386) 986-4745

City of Edgewater, Florida

104 North Riverside Drive
Edgewater, FL 32132

Bridgette King, Finance Director
(386) 424-2400

City of Port Orange, Florida

1000 City Center Circle
Port Orange, FL 32129

Tracey Riehm, Finance Director
(386) 506-5700

Other Information

ADDITIONAL SERVICES OFFERED BY THE FIRM

James Moore is a full-service firm that provides all of the traditional accounting and auditing, and tax services. But we're more than just an accounting firm; as a trusted business consulting resource, we provide additional services that cover a variety of needs. A relationship with our firm gives you access to hundreds of professionals in technology, human resources, process efficiency, and other areas that can help you succeed. Some of the services we offer are as follows:

Accounting & Auditing

Our firm's accounting team focuses on improving the quality of your organization's financial statements. Our service does more than report on financial performance—it includes recommendations to strengthen management controls and ultimately increase your efficiency, security and financial health.

Some of the accounting and audit services we provide include:

- Audits, reviews, or compilations of financial statements
- Cost segregation studies
- Due diligence
- Risk Services & Fraud Investigation/Prevention
- SSAE 16 Engagement (formerly SAS 70)
- Peer Review
- Financial forecasts and projections
- Employee benefit plan audits
- Internal control review and evaluation
- Compliance audits
- Testing of specific areas
- Attestations about management assertions
- SEC registration & annual filings assistance

Agreed-Upon Procedures

Although many organizations are required to have an audit, there are additional transactions that may necessitate the involvement of a certified public accountant. Maybe you have concerns about one financial aspect of your organization or department, while feeling comfortable about most others. An entire audit isn't necessary in this situation, just close attention to one (or a few) areas or departments.

For these circumstances, James Moore can provide agreed-upon procedures for your organization in accordance with standards issued by the American Institute of Certified Public Accountants (AICPA). Because the scope of service is narrow, you can obtain the results you need without incurring the costs associated with a more rigorous engagement, such as a review or an audit.

Other Information

ADDITIONAL SERVICES OFFERED BY THE FIRM

Transition Planning

With baby boomers preparing to retire, there's an impending void at universities and related organizations across the country, making succession a bigger challenge now than ever.

James Moore's transition planning services help you analyze and fill knowledge gaps between senior leadership and their immediate successors and provide tangible support through executive coaching to these individuals throughout the transition. Your senior leadership team doesn't fit into a "one size fits all" model, and we understand the emotional impact of such a change. So we'll navigate this multi-faceted process with the collaboration and sensitivity it deserves.

Leadership Development

Because of the succession dilemma institutions are currently facing, it is important to get ahead of the curve by developing a long-term talent pipeline. This creates a prime opportunity to identify and develop future leaders in your institution now and give them the tools they need to take over the reins when the time comes. James Moore has created a leadership development program that establishes a long-term framework for career progression, coupled with periodic training or more frequent coaching of your future leaders.

HR Solutions

The human resources professionals on our HR Solutions team help organizations stay up to date on their human resources knowledge and responsibilities. Proper and knowledgeable human resources policies help them avoid costly lawsuits and penalties; they also ensure that employees are in the right roles for their skills and career aspirations. Some of the HR services we provide include:

- Staffing/recruitment
- Compliance
- Organizational development/training
- Payroll, compensation, and benefits
- Employee relations/management
- Human resources management

Bookkeeping, Outsourced Accounting Services, & Business Consulting

The professionals with James Moore's accounting and controllership team help our clients grow their business or nonprofit, make informed financial decisions, and feel confident in the accuracy of their financial information. We are focused on providing our clients cost-effective, experienced accounting solutions that include the following:

- Outsourced accounting services
- Quarterly and annual compliance reporting
- Payroll and sales tax preparation
- Internal control analysis
- Accounting staff training
- Design and implementation of client-management accounting systems

Other Information

ADDITIONAL SERVICES OFFERED BY THE FIRM

Operational Excellence

Our Operational Excellence services help you analyze and improve processes by maximizing efficiencies and quality through eliminating waste and non-value added activities. We employ Lean Six Sigma methodology to help you improve consistency of work performed and communication amongst individuals or departments involved in a process. Having an understanding about what is valuable to the end user (i.e., internal or external customer) is integral in not just implementing a successful process, but in also developing a culture based on continuous improvement to do more with less.

James Moore has four certified public accountants who are also certified in Lean Six Sigma. This allows us to work with organizations to customize their processes, helping them to analyze areas within a process requiring improvement.

Understanding the benefits gained from adopting a culture focused on continuous improvement, we have applied Lean Six Sigma methodologies internally to processes used by our audit and tax departments.

Management Consulting

In an economy of ever-changing regulations, organizations are relying on our employees' knowledge to lend a unique perspective to help them succeed. Because our partnership focuses on your success, James Moore offers practical, problem-solving assistance tailored directly to you. Our forward thinking not only meets your needs, but also increases your efficiency.

Our consulting services could include:

- Long-range planning
- Personnel recruitment
- Financial administration support
- Budget development/implementation

Technology Solutions Consulting

The rapid advancement of modern information technology makes it increasingly difficult to determine the best technology solution for your entity. Our Technology Solutions Consulting (TSC) staff works with our clients to outline and evaluate their technology needs and specific business objectives. As a CPA firm, we uniquely understand the financial, accounting and technology goals of a successful organization. Therefore, we can outline technology strategies targeting each client's individual needs.

Our TSC department services include:

- Technology planning
- Local- and wide-area network design and installation
- Hardware and software selection, installation and training
- Network monitoring and maintenance
- Internet connectivity
- Security

Other Information

AFFILIATIONS/CONTINUING PROFESSIONAL EDUCATION SEMINARS

To further serve your industry and keep our knowledge current, our firm and the professionals on our Government Services Team are members of several governmental accounting organizations and regularly make presentations to these groups on topics such as internal controls, financial reporting, and process improvement. We also maintain memberships with state and national accounting associations.

Statewide Affiliation

James Moore is also a member of the **Florida Institute of Certified Public Accountants (FICPA)**, the Florida Government Finance Officers Association (FGFOA), as well as various other trade associations related to the industries we serve.

National & International Affiliations

Our firm is a member of the **American Institute of Certified Public Accountants (AICPA)** and the AICPA Government Auditing Quality Center. James Moore is also a member of **AGN International**, an association of independent accounting firms represented in more than 82 nations around the world, complementing our ability to serve our clients. This affiliation provides access to a wide array of resources, management tools, educational opportunities, and professional experience. Our connection with AGN International enhances our ability to support and better serve our clients through a continuous exchange of information and resources.

Governmental Organizations

James Moore is a member in good standing of the following governmental accounting organizations.

- FICPA State and Local Government Section
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association (FGFOA)
- Big Bend Chapter of the FGFOA
- Volusia/Flagler Chapter of the FGFOA
- Nature Coast Chapter of the FGFOA
- North Central Florida Chapter of the FGFOA
- Space Coast Chapter of the FGFOA
- Florida League of Cities
- Volusia League of Cities
- Space Coast League of Cities
- Alachua League of Cities
- Northeast Florida League of Cities
- Suwannee River League of Cities
- Suncoast League of Cities



Continuing Professional Education for Governmental Clients

At James Moore, we believe strongly that serving governmental entities means more than just performing audit engagements. That's why ***we offer continuing professional education opportunities at no charge*** to help those who work in government improve their accounting abilities and practices.

Among these offerings is our Auditing and Accounting Update, held annually at our firm's Gainesville office. We also regularly hold webinars that cover such topics as GASB updates, internal controls, COSO framework, tax legislation/law changes, and more.

Other Information

THE FIRM'S APPROACH TO PEER REVIEW

Quality Control

The firm has written procedures that address quality control with regard to independence, integrity, and objectivity; personnel management practices of hiring; assignment of personnel; professional development and advancement; acceptance and continuance of clients and engagements; engagement performance; and monitoring.

These procedures define the process to provide the firm with assurance that its personnel comply with applicable professional standards and the firm's standards of quality. It is our policy to follow the guidelines of the AICPA, Financial Accounting Standards Board (FASB), Governmental Accounting Standards Board (GASB), and the Government Finance Officers' Association (GFOA).

Peer Review

James Moore is a member of the Center for Audit Quality of the AICPA and participates in the AICPA Peer Review Program triennially. We have participated in the peer review process since its initial year—long before it was required. The reviews are conducted by other certified public accounting firms and examine our systems of quality control for the accounting and auditing practice. Requirements under the Peer Review Program are stringent and provide for minimum standards in the following areas:

- Method of assigning personnel to engagements
- Hiring of qualified employees
- Supervision of staff personnel
- Independence policies & consultation policies (internal and external) on technical matters
- Continuing professional development and training
- Advancement and promotion of personnel
- Acceptance and continuance of clientele
- Inspection reviews of quality control policies & procedures

As stated in the Firm Introduction section, our most recent peer review notes a “pass” rating, which is the best rating awarded. In the peer review process, the peer review team evaluates and tests compliance with the firm's system of quality control. Significant instances of noncompliance normally result in a qualified report. We are strong advocates of the peer review process and self-regulation within the profession. In addition, James Moore conducts peer reviews of other firms throughout the country.

Although receiving a “pass” rating on our peer reviews are a source of great pride to us, what does it mean to you? It simply means that James Moore has a system of internal control that maximizes the quality of its people, procedures, and its ultimate product. Our firm requires its professional personnel to approach all engagements with objectivity and fairness. Personnel are particularly sensitive to the requirement for confidential treatment of any information obtained during the course of the audit prior to release of audit reports.

Other Information

APPROACH TO CONTINUING PROFESSIONAL EDUCATION

James Moore provides extensive training programs to ensure that our governmental auditing staff obtains the best Continuing Professional Education (CPE) possible. **James Moore University** was created in 1999 to develop structure and standardization of CPE based on an individual's public accounting experience, level, area of concentration, and office location.

If individuals are involved in governmental accounting, a significant percentage of their CPE is attained in relevant governmental accounting courses.

The members of James Moore elected a Board of Trustees for **James Moore University** consisting of the Managing Partner and Partner-in-Charge of Accounting and Auditing (James Halleran, your Lead Partner), Tax, Technology Solutions Consulting, and Accounting and Controllershship with the provision that each of the firm's offices must have representation. Annually, a Chairman of the Board is elected by the firm's members. The Board has set certain goals for James Moore University, as follows:

Continuing Goals:

- Emphasis on technical training
- Identification of specific skills expected of personnel at the 0-5 year experience level
- Identification of specific training to provide personnel with the required skills
- Identification of specific training required to maintain existing skills
- Implementation of a training program with existing resources
- Encourage input from all personnel
- Prepare or acquire lesson plans for critical courses
- Develop system for retention and re-use of lesson plans
- Identify firm-wide vs. local office courses
- Identify qualified instructors
- Set time-tables to begin expanded program
- Adopt policies for external training

Long-Term Goals:

- Begin emphasizing training beyond technical (leadership, advanced marketing and sales, industry-specific, etc.)
- Develop annual curriculum (level-specific)
- Increased involvement by Mentors with external training
- Identify skills expected of personnel with more than five years' experience
- Identify specific training to provide persons with more than five years' experience with the skills needed

Our firm has adopted training policies that encourage development of skills useful to the office to which our experienced personnel are assigned (as well as the firm as a whole). We encourage all our personnel, and more particularly our experienced personnel, to develop an Individual Training Program (ITP) in conjunction with developing targets and goals with his or her Career Advisor. ITPs are for planning individual needs for November 1 to October 31 of each year and are approved by the Partner-in-Charge of the office (emphasizing local office needs) as well as the Partner-in-Charge of the practice area in which the individual practices (emphasizing required technical skills and the need for firm-wide skills in certain areas).

References/Governmental Client List

CURRENT GOVERNMENT CLIENTS

The Daytona Beach office has serviced the following Florida governmental clients over the past three years. (All of our firm's governmental clients are located in Florida.)

NAME OF ENTITY	CONTACT	DATE OF SERVICES
City of Bunnell, Florida	Stella Gurnee, Finance Director 386-437-7500	2015 - present
City of Cape Canaveral, Florida	John DeLeo, Administrative/Financial Services Director (321) 868-1220	2010 - present
City of Cassleberry, Florida	Rebecca Bowman, Finance Director (407) 262-7700 x1139	2017 - present
City of DeLand, Florida	Dan Stauffer, Finance Director (386) 626-7077	2014 - present
City of Edgewater, Florida	Bridgette King, Finance Director (386) 424-2400	2009 - present
City of Green Cove Springs, Florida	Marlena Guthrie, Finance Director (904) 297-7500	2016 - present
City of Hampton, Florida	Mary Lou Hildreth, City Manager (352) 235-0519	2016 - present
City of Lake Helen, Florida	Jason Yarborough, City Administrator 386-228-2121	2015 - present
City of Ormond Beach, Florida	Kelly McGuire, Finance Director (386) 676-3226	2002 - present
City of Port Orange, Florida	Tracey Riehm, Finance Director (386) 506-5700	2013 - present
City of Palm Coast, Florida	Helena Alves, Finance Director (386) 986-4745	2004 - present
City of St. Pete Beach, Florida	Eliane Edmunds, Finance Director (727) 363-9252	2016 - present
City of Titusville, Florida	Bridgette Clements, Finance Director (321) 567-3712	2017 - present
Clay County Utility Authority	Patricia Barthlow, Controller (904) 213-2404	2013 - present
County of Volusia, Florida	Donna de Peyster, CPA, CFO/Deputy County Manager (386) 736-5933, ext. 12691	2002 - present
Daytona Beach Racing & Recreational Facilities District	Barbara Kelly, General Manager (386) 255-7355	2012 - present
Florida Governmental Utility Authority	David DiLena, CPA, Chief Financial Officer (407) 629-6900	2009 - present
Halifax Area Advertising Authority	Trish Ruffino, Director of Finance (386) 255-0415 ext. 123	2004 - present
Halifax Management Systems, Inc. & Halifax Pension Plan	Eric Peburn, Chief Financial Officer (386) 254-4000	2009 - present
Indian River Lagoon Council	Frank Sakuma, Executive Director (772) 742-2858	2016 - present

References/Governmental Client List

CURRENT GOVERNMENT CLIENTS

NAME OF ENTITY	CONTACT	DATE OF SERVICES
Space Coast Transportation Planning Organization	Lara Carter, Operations Manager (321) 690-6890	2016 - present
Southeast Volusia Convention Advertising Authority	Carl Watson, Executive Director (386) 428-1600	2004 - present
Town of Astatula, Florida	Kitty Cooper, Town Clerk (321) 567-3712	2016 - present
Town of Melbourne Beach, Florida	Elizabeth Mascaro, Finance Director (321) 724-5860	2016 - present
Union County, Florida	Kellie Hendricks Connell, Clerk of the Court (386) 496-0027	2013 - present
West Volusia Tourism Advertising Authority	Renee Tallevast, Executive Director (386) 775-2006	2004 - present

Audit Plan

SPECIFIC AUDIT APPROACH

UNDERSTANDING OF THE SCOPE OF SERVICES TO BE PERFORMED

We understand the work to be performed, including an examination of financial statements, a financial audit and a compliance audit required by the Federal Uniform Grant Guidance and Rules of the Auditor General.

LEAN CULTURE

James Moore has adopted a Lean culture, developing Gold Standards that require we provide the best service possible. We have implemented Gold Standards for each phase of the audit process. As we go through each phase of the audit, we ask ourselves:

1. Does this provide value to our client?
2. Does this provide value to James Moore?
3. Does this meet a regulatory standard?

If a procedure or task does not meet one of these requirements, we do not spend our time on it and instead refocus our efforts to something that is of value. Much of that focus ensures frequent communication throughout the year, which helps us to develop a robust risk assessment tailored to your organization, as well as serve as trusted advisors while business decisions are being made. We have found there are less surprises and work loops later in the process as a result of effective planning. For the purposes of this proposal, we summarized our audit process into three distinct phases: (1) Planning; (2) Fieldwork; (3) Reporting. A brief description of each phase is included on the following pages.



AUDIT APPROACH & PROCESS

Our methodology has been developed to comply with generally accepted auditing standards promulgated by the AICPA's Auditing Standards Board (U.S. GAAS) and, when applicable, Generally Accepted Government Auditing Standards (GAGAS). These auditing standards establish the overall objectives of the independent auditor and explain the nature and scope of an audit, and are also designed to enable the independent auditor to meet those objectives. The auditing standards stipulate the general responsibilities of the auditor, as well as the auditor's further considerations relevant to the application of those responsibilities to specific topics.

Additionally, as significant Federal and State grant expenditures are anticipated to continue at the City, your audit is also subject to OMB Uniform Grant Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, as well as the Florida Single Audit Act.

Audit Plan

SPECIFIC AUDIT APPROACH

PLANNING

Continuance Considerations: Occurs 4-6 months before year-end. We consider items such as:

- Feedback received from previous audit exit conferences with management
- Meeting with management to discuss any significant or unusual activities that have occurred during the year or that are expected to occur within the year.

Pre-planning Conversations: Occurs 1-3 months before year-end. We inquire about items such as:

- Changes to intended services desired from our firm or the intended use of the financial statements
- Changes in management or other key staffing areas
- Impact of any recent accounting standards

These items are important for us in proactively planning for the nature, extent, and timing of the audit, but they also help us in serving as advisors, as well. All relevant conversations are shared with key engagement team members in a timely manner so that the entire team remains updated.

Formal Planning and Interim Procedures: Occurs near year-end. Procedures include:

- Establish preliminary planning materiality
- Develop detailed audit plan, to include:
 - Assessment of risk at the financial statement account balance level
 - Plan tests of controls, tests of compliance and substantive procedures
 - Communicate audit plan with all members of engagement team
- Perform initial data extraction analysis of key accounts and transaction classes
- Perform tests of controls and compliance
- Evaluate results of testing and, if necessary, modify the audit plan.

Internal controls are the steps put in place to provide reasonable assurance that the organization will achieve its objectives. These objectives fall into three categories:

1. Financial reporting
2. Operations
3. Compliance with laws and regulations.

Obtaining an understanding of the entity's internal controls is a fundamental part of understanding the entity and its environment. Although the process for obtaining an understanding of the entity's internal control is addressed here as a separate process, it is part of our risk assessment and may be performed concurrently with other risk assessment procedures.

The primary reason for understanding the entity's internal controls is the same as performing other risk assessment procedures: (1) to assess the risk of material misstatement, and (2) to design and perform further audit procedures.

Our understanding of the internal controls will include the following:

- The five interrelated components of internal control: (1) control environment, (2) risk assessment, (3) information and communication systems, (4) control activities, and (5) monitoring;
- The entity's selection and application of accounting policies; and
- The entity's use of information technology (IT).

In addition, we will develop an understanding of how the entity selects and applies its accounting policies and consider their appropriateness. This understanding will include (1) methods of accounting for significant and unusual transactions,

SPECIFIC AUDIT APPROACH

(2) the effects of significant accounting policies in emerging or controversial areas for which consensus or authoritative guidance is lacking, (3) identification of new financial reporting standards and regulations pertinent to the entity, including how the entity will implement them, and (4) changes in the entity's accounting policies, including consideration of the reasons for, and the appropriateness of the changes.

The understanding of internal controls will include, at a minimum, the following:

- For significant classes of transactions: An understanding of the entity's processes and controls over the initiating, authorizing, recording, processing, and reporting of transactions.
- For material accounts: An understanding of reconciliation controls related to material accounts. We will develop our understanding of reconciliation controls related to material accounts even if the account is not part of a significant class of transactions. For example, we may not consider the property account to be a part of a significant class of transactions for a particular entity, but if the property account is material, we will still gain an understanding of applicable reconciliation controls.
- For significant or fraud risks: An understanding of the controls related to that specific risk.

We cannot evaluate the design of the controls by assessing individual controls in isolation. Rather, we will assess the controls in a transaction cycle as a group, as follows:

1. Obtain an understanding of the processes and flow of information through the transaction cycle.
2. Determine what can go wrong within the transaction cycle.
3. Determine whether the controls are sufficient to address the instances of what can go wrong within the transaction cycle.

In determining whether the controls in a process are designed effectively, we will use a top-down approach: one in which we first consider the design of entity-level controls relevant to the process and then consider the activity-level controls. The entity-level controls that generally have the most direct impact on the function of the activity-level controls are the controls related to monitoring and general controls for IT. The effectiveness of activity-level controls is significantly affected by the effectiveness of entity-level controls. For example, an entity may have poor segregation of duties in the accounts payable/cash disbursements area and may compensate for this deficiency through a thorough review and approval of each disbursement. If the entity has an effective control environment, general controls for IT that limit access to accounts payable applications to one or a few people, and monitoring controls to ensure that the review and approval process is functioning correctly, we may determine that controls over the accounts payable/cash disbursements function are adequately designed. On the other hand, if the entity does not have a strong control environment and does not monitor the review and approval process, we would conclude that controls over the accounts payable/cash disbursements process are not designed effectively.

Evaluating the design of internal controls requires experience and familiarity with accounting and financial reporting systems. The auditors obtaining an understanding of your internal controls will have sufficient knowledge and experience to effectively accomplish the objectives of this process.

During the Planning Phase the audit request list is updated based on our customized risk assessment. The request list is discussed with management at least 30 days before final fieldwork begins. We only ask for what we need, nothing more. A timeline of deliverables is agreed upon with management to ensure that fieldwork objectives and deadlines are met.

The request list also serves as an inventory of items. As you upload documents to our secure client portal, they are marked as "received" on the request list so all engagement team members are aware of what has been received and what is outstanding. Two weeks before final fieldwork, the Engagement Senior Manager or Audit Senior Accountant will follow up with management to make sure there are no questions or delays anticipated.

Please note: All planning work, including our risk assessment and tailored audit procedures, is completed and reviewed by the Partner using our collaborative review process before final fieldwork begins.

Audit Plan

SPECIFIC AUDIT APPROACH

FIELDWORK

Specific procedures are tailored according to the risk assessment, using information gathered during the Planning Phase. We follow a collaborative review process. As audit work is performed, the Engagement Manager and Partner are performing their review regularly, so that any comments can be discussed with the engagement team during fieldwork. Each member on the engagement team takes ownership and responsibility for the entire engagement. We have found this provides for a better quality output from the start; no additional clean-up following completion of fieldwork is needed to make our audit documentation meet required standards. When we leave the field, our goal is to have no or a minimal number of open items and a draft of the financial statements. Items completed during fieldwork include:

- Perform substantive testing of account balances
- Perform analytical procedures
- Draft the audit report and management letters

REPORTING

- Final review of the audit report and financial statements by Lead Partner
- Final review by Quality Control Review Partner
- Summarize results of work and findings
- Obtain management representations
- Engagement reporting to management and those charged with governance
- Exit conference with management to obtain feedback on the audit

Since we communicate regularly throughout the audit process there will be no surprises when we issue our reports. The reports we issue will include:

- Our report on the financial statements
- Our report on internal control over financial reporting and on compliance and other matters
- If applicable, our report on compliance for each major federal program and state project and on internal control over compliance.
- Our communication with those charged with governance
- Our management letter required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

In addition to an exit conference with management, we encourage your governing/board members to meet with us prior to our formal presentation so we can go over all aspects of the audit report (including our findings and recommendations). We have found these meetings to be extremely beneficial in ensuring all of your questions and concerns are addressed, as well as foster meaningful communication between you and us.

Audit Plan

AUDITING THAT MAKES SENSE

Statistical Sampling

Individual sample sizes and tests will be selected based on the unique controls of significant transaction processes tested during the Preliminary Phase. Typically, such sample sizes will amount to no fewer than 40 transactions per process. While individual transactions are selected through sampling as a means of testing controls, our interim and year-end procedures will include significant data extraction procedures, which allow for an assessment to be performed of all transactions. Some audit areas in which sampling and/or data extraction procedures will be performed include non-payroll cash disbursements, payroll, and growth and resource management, among others.

Extent of Computer Software

We anticipate using our and your technology to the maximum extent possible in conducting our audits. To the extent possible, we will request schedules and other information in electronic form, either in spreadsheet format or as a direct download of information from the your software. Such information expedites reviewing, sorting, and sampling and saves time for your staff because reports do not have to be derived manually or printed in bulk.

Our firm uses ProFx Engagement Software, which means we are nearly paperless. Use of this software enables us to perform a more meaningful audit, because our time can be spent on more important audit procedures as opposed to balancing out manual workpapers, posting manual adjusting entries, etc.

Type & Extent of Analytical Procedures

Analytical procedures are an additional integral part of our typical audit plan for you. In addition to our sampling and data extraction (sometimes in advance of such procedures as a means of identifying areas to focus on in data extraction efforts), analytical procedures serve as a key procedure that can indicate areas in which unusual activity may have occurred. While extensive analytical procedures are performed over the financial information, we also incorporate non-financial information to aid in our assessment of financial activity.

Internal Control Structure

Walkthroughs of key internal control processes will be performed on an annual basis to document a thorough understanding of your internal control structure and assess any changes to internal controls. These walkthroughs will be performed in person with appropriate personnel. Additionally, as discussed earlier, the documentation of every internal control process is prepared and/or reviewed by at least one individual who is certified in Lean Six Sigma. While the primary goal of all internal control systems auditing is centered around the sufficiency of the controls, every process will be considered at a high level from an efficiency perspective in an effort to provide recommendations for any potential efficiencies that may be achievable.

Determining Laws & Regulations Subject to Testing

As part of obtaining reasonable assurance about whether your financial statements are free from material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. The identification of items deemed material for testing may arise from reading of your debt agreements, grant agreements, minutes, inquiries of your management or legal counsel, or any other audit procedures.

Drawing Audit Samples

While some compliance tests are performed on an annual basis, the sizes of samples in any additional tests over compliance for larger populations could vary significantly depending on the nature, extent, and frequency of items in the total population. Any required sampling will be conducted in accordance with the applicable professional standards, as well as auditor judgment.

Audit Plan

USE OF TECHNOLOGY

James Moore employs the use of CCH ProSystem Fx Engagement, a fully integrated, paperless audit and accounting software that enables audit firms to increase efficiency by automating workpaper preparation, management and workflow. We also employ paperless document storage for our tax return preparation processes.

The greatest efficiency in the use of ProSystem Fx Engagement is its capability to import and export client balances, data, and files from accounting software, Microsoft Word and Excel, as well as Adobe PDF software. Our experience is that the use of paperless technology contributes to the overall productivity and efficiency from the audit client's point of view.

We also use IDEA Data Analysis Software for various audit tests. This software enables us to download data directly from your accounting system, test 100% of selected transactions in certain instances, and apply Benford's Law (a statistical approach which highlights unusual transactions) and numerous other audit tests. We use this software to test cash disbursements, receivables, payroll, and journal entry transactions.

We anticipate using technology to the maximum extent possible in conducting our audits. We will request all schedules and other information in electronic form, either in spreadsheet format or as a direct download of information from your accounting system. This information expedites reviewing, sorting, and sampling that has proven to save time for your staff when reports do not have to be derived manually or printed in bulk.

During our audit engagement, our hardware and software information systems consultant professionals will be involved, helping our team to fully understand your hardware, software, and network environment. The importance of understanding your technological environment cannot be stressed enough. In addition to being required under Generally Accepted Auditing Standards, this knowledge allows us to fully consider the security and key controls of your technological environment, and the integrity of data to design the best and most efficient manner in which to audit individual transactions and account balances overall.

Communication

The engagement team has the capability to communicate via Skype for Business instant messaging software that allows users to chat either through typing or face-to-face video conferencing. It also allows users to share applications or screens, thereby allowing those who are reviewing materials to see a "live" screen. Having these communication tools in place helps to supervise the engagement team and address the engagement team's needs in a timely manner.

In addition, our firm created a Client Portal to provide our clients with a centralized, secure, location to upload and download documents. Several clients also requested this location be used to store electronic copies of documents they need the most (e.g., tax returns, financial statements, etc.). The firm's Client Portal is an extension of a secure method we have used throughout the past few years to send emails and sensitive documents (Sharefile).



Audit Plan

GAAP POLICY QUESTIONS/ADDRESSING COMPLACENCY

Approach to Handling Differences in GAAP Policy and Interpretation

If there were no established Generally Accepted Accounting Principles (GAAP) and the City proposed to take an alternative approach to James Moore's policy, we are confident the problem would be solved correctly and expeditiously. Given the depth and breadth of our firm, and audit team members' experience, we anticipate few, if any instances where we would need to seek assistance outside of James Moore. Should the need arise for outside assistance, our network of resources as a result of our affiliation with AGN, International has proven to be invaluable and we maintain verbal consultation agreements with several National accounting firms.

If a question of a GAAP interpretation arose between the City's staff and the audit team, we would first hold a brainstorming session with the City and the members of the audit team to determine the basis of conclusions of both sides. If an agreement cannot be reached at this stage and the expertise is not available within the firm, the engagement member refers the practice question or problem to James Moore's Partner in Charge of Accounting and Auditing. Unresolved questions are then forwarded to a division or group in the AICPA, FICPA, GASB, or GFOA established to handle technical inquiries.

Addressing Complacency

As you go through the RFP process, you may wonder if your auditors could become complacent under a multi-year agreement. However, **an auditor that is familiar with your operations and challenges can more easily see deviations from the norm that can indicate mistakes, inefficiencies or fraudulent activity.**

The Option of Engagement Team Rotation

Should you still wish to obtain a fresh look at any level in the process, we can provide for the rotation of partners, managers, and/or staff assigned to your audit. This practice could provide for a different perspective without sacrificing the knowledge and familiarity that a consistent auditing firm presence provides.

With the size of our firm and breadth/depth of our experience, we can easily accommodate the rotation of your engagement team members should you ever feel it necessary. We firmly believe that these steps allow us to take a truly fresh look at your finances and processes so that we always provide a new and knowledgeable perspective, increasing the integrity, accuracy, and effectiveness of your audit.



CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

As the highest form of recognition in governmental accounting, the Certificate of Achievement for Excellence in Financial Reporting serves as a weighty testament to the soundness of a governmental entity's financial reporting efforts.

James Moore has helped nearly 20 government clients earn this prestigious designation. Additionally, James Halleran (your Lead Partner) currently serves on the GFOA's CAFR Review Committee—the governing body that determines whether an entity's comprehensive annual financial report (CAFR) meets the stringent requirements. So he has unique insight on the process of obtaining this certificate.

Your engagement team can assist the City's efforts that would lead to this achievement by leveraging our experience and expertise to help you create and implement procedures that give you the best chance of success in your efforts.

James Moore clients (current and former) that have participated in the Certificate of Achievement for Excellence in Financial Reporting Program are as follows:

- City of Avon Park
- City of Cape Canaveral
- City of Daytona Beach
- City of Daytona Beach Shores
- City of DeLand
- City of Edgewater
- City of New Smyrna Beach
- City of Ormond Beach
- City of Palm Coast
- City of Port Orange
- City of St. Pete Beach
- City of Titusville
- City of Winter Park
- County of Volusia
- Florida Governmental Utility Authority
- Seacoast Utility Authority
- St. Johns River Water Management District
- Southwest Florida Water Management District

Audit Plan

MANAGEMENT LETTER

As you are aware, all audit firms are required to use the same language when issuing their audit reports; therefore, the major deliverables look virtually identical. Since many auditors may conduct their audits in similar and more traditional ways, there may be a lack of interest by the auditor in managing the client's financial and accounting activities more successfully.

In an effort to provide you with a more value-added audit, our service approach will have specific goals to provide constructive advice in a separate letter to management in the areas of corporate governance, operations, and performance.

To achieve these value-added objectives for your organization, our approach will require (among other things) that we gain some understanding of your organization beyond that normally required by professional standards when conducting an audit.

Specifically, we are committed to, and will employ, the following concepts as part of our audit of the City:

Proper Mindset - Audit engagement team members will place a high priority on identifying client needs, understanding how industry and economic condition affect strategic objectives, and being proactive in discussing matters beyond the financial audit.

Deeper Understanding of Your Organization - Gaining an understanding of an audit client's business and internal controls is required under generally accepted accounting standards. However, these standards only require minimal understanding be obtained, which is generally insufficient to identify opportunities for improvement in a client's operations. Consequently, our audit approach will be designed to gain a greater understanding of your organization, internal controls, and operating activities to achieve these objectives.

Use of Technology - We intend to continue to use, when feasible, IDEA, a practical and powerful data extraction software. This technology has the capability to obtain and analyze data from an organization's computer system. Such extraction techniques will be used to formulate more insightful management letter comments than through more traditional audit procedures.

Through the foregoing approach, engagement team members can be proactive in their efforts to convert opportunities into specific recommendations that add value to the audit. During the engagement, the team members will carefully decide an action step to be taken for each idea or recommendation. The engagement team will discuss its ideas with management to finalize the recommendations for inclusion in our formal management letter.

Independence

James Moore adheres to all independence rules and interpretations of the AICPA, the State of Florida and the U.S. General Accounting Office's (GAO) *Government Auditing Standards*. Professional and personal relationships with clients that could raise any doubt as to the appearance of independence are constantly re-examined.

The firm and the employees to be assigned to your engagement are independent with respect to the City, as defined by generally accepted auditing standards in the United States of America and *Government Auditing Standards* as promulgated by the GAO. We have had no prior relationships with the City within the last five years, and we agree to notify you of any professional relationships entered into during the period of this engagement that could affect our independence.



Cost and Time Proposal

We calculate our fees by estimating a budget that includes all aspects of the engagement, including planning, fieldwork, quality control, and required meetings. **James Moore does not bill our clients separately for our administrative or out-of-pocket expenses; therefore, they are included in the following proposed fees.**

	2018	2019	2020	2021	2022
AUDIT	\$59,000	\$60,800	\$62,600	\$64,500	\$66,400
FEDERAL OR STATE SINGLE AUDIT	\$3,500	\$3,600	\$3,700	\$3,800	\$3,900

Tentative Schedule for Performing Key Aspects of the Audit

AUDIT PHASE	DATE
Entrance conference with the finance director and assistant finance director	June
Preliminary phase	August and September
Fieldwork	January and February
Meet with management to present draft of management letter, internal control report, and significant findings (This will be the exit conference unless significant changes occur subsequently.)	No later than February 15
Final financial statements delivered	No later than March 1
Formal presentation to the City Commissioners	No later than March 30

Billing Practices for Additional Professional Services

We anticipate that your personnel will contact us routinely throughout the year to discuss new accounting issues or significant transactions. Because we value consistent communication with our clients, we consider these routine consultations to be included in the scope of the fees proposed above. Additionally, these fees are inclusive of periodic meetings with your management conducted outside the time encompassed by the proposed audit schedule. If, during the course of these meetings or other discussion with your personnel, a larger project is identified for which you would like to engage James Moore's services, we will render a billing for such services at an amount or rates agreed upon prior to the beginning of the engagement. Hourly rates for these services are listed below, depending on the level of service required.

POSITION	DISCOUNTED HOURLY RATES
Partner	\$275
Manager	\$180
Senior Accountant	\$150
Associate Accountant	\$120
Staff Accountant	\$100
Administrative	\$75

June 22, 2017

City of Titusville, Florida
555 South Washington Avenue
Titusville, FL 32796-3551

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Titusville, Florida, as of September 30, 2017, 2018 and 2019, with option to extend for 2020 and 2021, and for the years then ended, and the related notes to the financial statements, which collectively comprise City of Titusville, Florida's basic financial statements as listed in the table of contents.

In addition, we will audit the City of Titusville, Florida's compliance over major federal award programs and major state projects for the periods ended September 30, 2017, 2018 and 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City of Titusville, Florida's major federal award programs and major state projects.

Accounting principles generally accepted in the United States of America require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary comparison schedules
3. Pension and OPEB schedules

Supplementary information other than RSI will accompany City of Titusville, Florida's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to

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City of Titusville, Florida
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prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards and state financial assistance.
- 2) Combining nonmajor fund financial statements

Schedule of Expenditures of Federal Awards and State Financial Assistance

We will subject the schedule of expenditures of federal awards and state financial assistance to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards and state financial assistance is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory section
- 2) Statistical section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing

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City of Titusville, Florida
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Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards (Uniform Guidance), Section 215.97, Florida Statutes, Florida Single Audit Act, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS; Government Auditing Standards of the Comptroller General of the United States of America; Section 215.97, Florida Statutes, Florida Single Audit Act; the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and will include tests of accounting records, a determination of major state project(s) in accordance with Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of City of Titusville, Florida's basic financial statements. Our report will be addressed to the Mayor and City Council of City of Titusville, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over

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compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Audit of Major Program/Project Compliance

Our audit of City of Titusville, Florida's major federal award program(s) and state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs/projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

As required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects. The purpose of these procedures will be to express an opinion on City of Titusville, Florida's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of

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controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs and major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards and state financial assistance expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and

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- c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
15. For identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of interim fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Investment Attestation Engagement

You have requested that we examine compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* of the City for the years ended September 30, 2017, 2018 and 2019. We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the City complied in all material respects with Section 218.415, Florida Statutes, *Local Government Investment Policies*.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. An examination-level attestation engagement involves performing procedures to obtain attest evidence about whether compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* is fairly presented, in all material respects, in conformity with Section 218.415, Florida Statutes, *Local Government Investment Policies*. The procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement or misrepresentation of the subject matter, whether due to fraud or error.

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City of Titusville, Florida
June 22, 2017
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Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or misrepresentations may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that *management and, when appropriate, those charged with governance* acknowledge and understand that they have responsibility:

1. For the design, implementation, and maintenance of internal control relevant to Section 218.415, Florida Statutes, *Local Government Investment Policies*, which is the best means of preventing or detecting errors or fraud;
2. For selecting and determining the suitability and appropriateness of the criteria upon which the Section 218.415, Florida Statutes, *Local Government Investment Policies* will be evaluated; and
3. To provide us with:
 - a. Access to all information of which *management* is aware that is relevant to the Section 218.415, Florida Statutes, *Local Government Investment Policies* such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from *management* for the purpose of the examination; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of Section 218.415, Florida Statutes, *Local Government Investment Policies*. Our report will be addressed to the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

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City of Titusville, Florida
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During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

James Halleran is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin the 2017 audit in January 2018 and to complete your information returns and issue our reports no later than March 31, 2018, with similar schedules in subsequent years.

Our fees for these services, including expenses, for the years ending September 30, 2017, 2018 and 2019 under this contract, with option to extend for 2020 and 2021 are as follows:

<u>Year</u>	<u>Amount</u>
2017	\$ 65,000
2018	67,000
2019	69,000
2020	71,000
2021	73,000

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer

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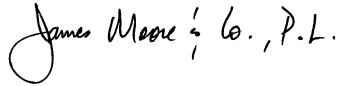
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reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference. Should any terms in this engagement letter or Attachment conflict with those outlined in the Professional Services Agreement-Independent Audit, as approved by the Titusville City Council on June 13, 2017, the terms outlined in the Professional Services Agreement shall prevail.

We appreciate the opportunity to be of service to City of Titusville, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of City of Titusville, Florida.

By_____

Title_____

Date_____



CPAs & Advisors

SYSTEM REVIEW REPORT

January 22, 2015

To the Members
James Moore & Co., P.L.
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and examinations of service organizations (Service Organizations Control (SOC) 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC

Jackson, Mississippi

One Jackson Place, Suite 500 ■ P.O. Drawer 22507 ■ Jackson, MS 39225-2507 ■ Ph: 601-948-2924 ■ Fx: 601-960-9154 ■ www.HaddoxReid.com

Attachment A
James Moore and Co., P.L.
Standard Terms and Conditions

The terms and conditions set forth below are incorporated into the engagement letter agreement pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm") will provide services to City of Titusville, Florida ("Client").

1. **Management's Responsibilities**—Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to us. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and; therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person**—Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, answer questions and make elections. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing**—JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail.
4. **Unencrypted E-Mail Use Authorized for Communication**—In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail.

Sample Contract

5. **Cooperation**—Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client's data, information and personnel. Client shall be responsible for the performance of Client's employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.
6. **Independent Contractor**—Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.
7. **Payment of Invoices**—JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment being due from Client. Upon written notification of termination, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination. Suspension of work or termination of the engagement may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of the engagement shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO's net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO's personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
8. **Confidential & Proprietary Information**—Client and JMCO both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives

notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released.

9. **Disclosures**—Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure.
10. **Force Majeure**—Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
11. **Indemnification**—Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances in which there is a knowing misrepresentation by Client and/or its management relating to this engagement. The foregoing indemnity is intended to apply to the extent not contrary to applicable law. This provision shall survive the termination of this engagement for a period of five years.
12. **Document Retention and Ownership**—The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by us (for example, adjusting entries and related support,

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data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party.

13. **Professional Standards**—JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement.
14. **Use of Third Party Providers**—In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Those services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
15. **Limitation of Liability and Actions**—Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this agreement.
16. **Mediation**—Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in

any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.

17. **Binding Arbitration**—All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the American Arbitration Association. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the American Arbitration Association's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the American Arbitration Association or, failing party selection the panel members shall be appointed by the American Arbitration Association), and the third member of the panel will be selected by the American Arbitration Association will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The arbitration panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.
18. **Employees**—Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client.

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19. **Posting and Distribution of Information**—JMCO’s permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO’s work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO’s work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO. Client agrees to indemnify JMCO, defend using counsel of JMCO’s choosing and hold JMCO harmless from any and all claims that may arise from any differences between electronic and original signed versions of JMCO’s work product.
20. **Assignment**—Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
21. **Additional Work**—From time to time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter shall govern the additional work.
22. **Entire Agreement**—This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida’s choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

Certificates of Insurance

James Moore maintains insurance coverage for workers' compensation, general commercial liability, and professional liability. Listed below are the descriptions of these coverages. Copies of the declaration pages from current policies can be found on the following pages.

James Moore Workers' Compensation Insurance:

Producer - McGriff-Williams

Policy Date is from 10/31/2017 through 10/31/2018

Coverage amounts:

Bodily Injury by Accident: \$500,000 each accident
Bodily Injury by Disease: \$500,000 each employee
Bodily Injury by Disease: \$500,000 policy limit

James Moore General Commercial Liability Insurance:

Producer - McGriff Williams Insurance

Policy Date is from 10/31/2017 through 10/31/2018

Coverage amounts:

Each Occurrence: \$1,000,000
Aggregate: \$2,000,000

NOTE: This policy also includes Automobile Liability

Combined Single Limit: \$1,000,000

NOTE: This policy also includes Excess/Umbrella Liability:

Each Occurrence: \$4,000,000
Aggregate \$4,000,000

James Moore Professional Liability Insurance:

Producer - M.P. Caplice Insurance Group, LLC

Policy Date is from 7/5/2017 through 7/5/2018

Coverage amounts:

Each Occurrence: \$5,000,000
Annual Aggregate: \$5,000,000

James Moore Automobile Liability Insurance:

Producer - McGriff Williams Insurance

Policy Date is from 10/31/2017 through 10/31/2018

Coverage amounts:

Each Occurrence: \$1,000,000

Certificates of Insurance

PROOF OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2017

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 have ADDITIONAL INSURED provisions or 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 McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607		CONTACT NAME: PHONE (A/C, No, Ext): 352-371-7977 E-MAIL: mwi@mcgriffwilliams.com ADDRESS: mwi@mcgriffwilliams.com		FAX (A/C, No): 352-505-2083	
INSURED James Moore & Co. P.L., Inc. 5931 NW 1st Place Gainesville FL 32607		INSURER(S) AFFORDING COVERAGE INSURER A: Depositors Insurance INSURER B: Allied Property and Casualty INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 42587 42579	

COVERAGES **CERTIFICATE NUMBER:** 1594709349 **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:	Y	Y	ACBP0D3036898989	10/31/2017	10/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ACBP0D3036898989	10/31/2017	10/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			ACPCAP3036898989	10/31/2017	10/31/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	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	ACPWCD3036898989	10/31/2017	10/31/2018	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER For Information Purposes	CANCELLATION 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
---	--

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ACORD 25 (2016/03)

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Certificates of Insurance

PROOF OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2017

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 have ADDITIONAL INSURED provisions or 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 Affinity Insurance Services 159 E. County Line Road Hatboro, PA 19040		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty Company		20443
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			APL 625772965	07/05/2017	07/05/2018	\$5,000,000 per claim \$5,000,000 annual aggregate

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

CERTIFICATE HOLDER James Moore & Co., P.L. 5931 NW 1st Place Gainesville, FL 32607	CANCELLATION 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:
--	---

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EXHIBIT A: CONTACT SHEET

EXHIBIT "A"

CONTACT SHEET

Name: James Moore & Co., P.L.

Federal Taxpayer ID: 59-3204548

Mailing Address: 121 Executive Circle

City, State, & Zip Code: Daytona Beach, FL 32114

Telephone: 386-257-4100 **Fax:** 386-252-0209

Email: James.Halleran@jmco.com

Submitted By: James Halleran

Title: CPA and Partner

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: Cassandra Corbin **Title:** Administrative Assistant

Email Address: Cassandra.Corbin@jmco.com **Phone:** 352-378-1331

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

EXHIBIT B: PUBLIC ENTITY CRIMES STATEMENT (PG. 1)

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for independent audit services.
2. This sworn statement is submitted by (entity) James Moore & Co., P.L. whose business address is 121 Executive Circle, Daytona Beach, FL 32114 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3204548 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is James Halleran and my relationship to the entity named above is Partner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

EXHIBIT B: PUBLIC ENTITY CRIMES STATEMENT (PG. 2)

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

James Haller 4/23/18
Signature Date:

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 23 day of April, 2018, and is personally known to me, or has provided _____ as identification.



Jennifer Webster
Notary Public
My Commission expires: 10/3/2018

EXHIBIT C: DRUG FREE WORKPLACE CERTIFICATION**EXHIBIT "C"****DRUG-FREE WORKPLACE CERTIFICATION**

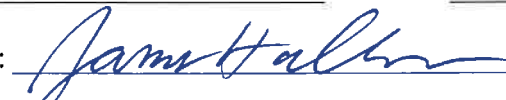
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: James Moore & Co., P.L.

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

SIGNATURE:  PHONE: 386-257-4100 ext. 4434

NAME (TYPED OR PRINTED): James Halleran TITLE: CPA and Partner

EXHIBIT D: E-VERIFY STATEMENT

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP #18-02

Project Description: Independent Audit Services

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: James Halleran/James Moore & Co., P.L.

Authorized Signature: 

Title: CPA and Partner

Date: April 26, 2018

EXHIBIT E: PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS**EXHIBIT "E"****PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS**

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: James Halleran Title: CPA and Partner

Signature:  Date: April 26, 2018

EXHIBIT F: CONFLICT OF INTEREST

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for independent auditing services.

This sworn statement is submitted by (entity) James Moore & Co., P.L. whose business address is 121 Executive Circle, Daytona Beach, FL 32114 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3204548 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James Halleran and my relationship to the entity named above is Partner.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

James Halleran 4/23/18
Signature Date:

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 23 day of April, 2018, and is personally known to me, or has provided _____ as identification.

Jennifer Webster
Notary Signature

My Commission expires: 10/3/2018



EXHIBIT G: NON-COLLUSION AFFIDAVIT

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Independent Audit Services

This sworn statement is submitted by (entity) James Moore & Co., P.L. whose business address is 5931 NW 1st Place, Gainesville, FL 32607 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3204548 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James Halleran and my relationship to the entity named above is Partner.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

James Halleran 4/23/18
Signature Date:

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 23 day of April, 2018, and is personally known to me, or has provided _____ as identification.

Jennifer Webster My Commission expires: 10/3/2018
Notary Signature

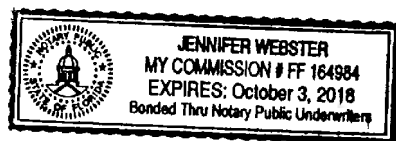


EXHIBIT H: DISPUTES DISCLOSURE

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

James Moore & Co., P.L.

Firm

April 26, 2018

Date


Authorized Signature

James Halleran, CPA and Partner

Printed or Typed Name and Title

**City of Fernandina Beach, Florida
Addendum No. 1
For
Request for Proposals
Audit Services RFP 18-02**

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of RFP 18-02. This Addendum No.1 now becomes part of the original Request for Proposals and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Proposal.

Proposers shall thoroughly familiarize themselves with the contents of this Addendum before submitting proposals.

NAME: James Halleran **TITLE:** CPA and Partner, James Moore & Co., P.L.

ADDRESS: 121 Executive Circle

CITY: Daytona Beach **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** April 26, 2018

**RFP INDEPENDENT AUDITOR SERVICES
RFP 18-08**

Final Score

Criteria	Weight
1 Firm's experience	20
2 Qualifications of Staff	20
3 Other services offered and relevance	5
4 Firm's approach to CPE	7
5 References and client list	9
6 Audit plan	15
7 Independence	7
8 Cost proposal	17
	100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Purvis Gray & CO		James Moore CPA & Consulting	
		Total		Total
1 Firm's experience	17.5	350	17.5	350
2 Qualifications of Staff	17.5	350	16	320
3 Other services offered and relevance	16.5	82.5	18.5	92.5
4 Firm's approach to CPE	19.5	136.5	18.5	129.5
5 References and client list	17.25	155.25	17	153
6 Audit plan	18	270	19	285
7 Independence	15	105	18	126
8 Cost proposal	13.25	225.25	13.5	229.5
Absolute Final Score		1674.5		1685.5

RFP INDEPENDENT AUDITOR SERVICES

RFP 18-08

Patti Clifford

Criteria

Weight

- 1 Firm's experience
- 2 Qualifications of Staff
- 3 Other services offered and relevance
- 4 Firm's approach to CPE
- 5 References and client list
- 6 Audit plan
- 7 Independence
- 8 Cost proposal

20
20
5
7
9
15
7
17

100

Rating (used to fill in yellow boxes)

0
1
2
3
4
5

Did not address
Significant deficiencies
Some deficiencies
Meets requirements/expectation
Slightly exceeds expectations
Greatly exceeds expectations

Purvis Gray &
CO

James Moore
CPA

Criteria	Total	Total
1 Firm's experience	3.5 70	3.5 70
2 Qualifications of Staff	3.5 70	3 60
3 Other services offered and relevance	3.5 17.5	3.5 17.5
4 Firm's approach to CPE	3.5 24.5	3.5 24.5
5 References and client list	3.25 29.25	3 27
6 Audit plan	4 60	4 36
7 Independence	3 21	3 21
8 Cost proposal	3.25 55.25	3.5 59.5
Absolute Final Score	347.5	315.5

RFP INDEPENDENT AUDITOR SERVICES

RFP 18-08

Cricket Posten

Criteria

Weight

- 1 Firm's experience
- 2 Qualifications of Staff
- 3 Other services offered and relevance
- 4 Firm's approach to CPE
- 5 References and client list
- 6 Audit plan
- 7 Independence
- 8 Cost proposal

20
20
5
7
9
15
7
17
100

Rating (used to fill in yellow boxes)

0
1
2
3
4
5

Did not address
Significant deficiencies
Some deficiencies
Meets requirements/expectation
Slightly exceeds expectations
Greatly exceeds expectations

Purvis Gray &
CO

James Moore
CPA

Criteria

- 1 Firm's experience
- 2 Qualifications of Staff
- 3 Other services offered and relevance
- 4 Firm's approach to CPE
- 5 References and client list
- 6 Audit plan
- 7 Independence
- 8 Cost proposal

	Total		Total
3	60	3	60
3	60	3	60
4	20	3	15
4	28	3	21
3	27	3	27
3	45	3	45
3	21	3	21
4	68	3	51

Absolute Final Score

329

300

**RFP INDEPENDENT AUDITOR SERVICES
RFP 18-08**

Chris Bryan

Criteria	Weight
1 Firm's experience	20
2 Qualifications of Staff	20
3 Other services offered and relevance	5
4 Firm's approach to CPE	7
5 References and client list	9
6 Audit plan	15
7 Independence	7
8 Cost proposal	17
	100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Purvis Gray & CO		James Moore CPA & Consulting	
		Total		Total
1 Firm's experience	4	80	3	60
2 Qualifications of Staff	4	80	3	60
3 Other services offered and relevance	3	15	4	20
4 Firm's approach to CPE	3	21	4	28
5 References and client list	4	36	3	27
6 Audit plan	4	60	3	45
7 Independence	3	21	3	21
8 Cost proposal	3	51	3	51
Absolute Final Score		364		312

**RFP INDEPENDENT AUDITOR SERVICES
RFP 18-08**

Chip Ross

Criteria	Weight
1 Firm's experience	20
2 Qualifications of Staff	20
3 Other services offered and relevance	5
4 Firm's approach to CPE	7
5 References and client list	9
6 Audit plan	15
7 Independence	7
8 Cost proposal	17
	100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Purvis Gray & CO	Total	James Moore CPA & Consulting	Total
1 Firm's experience	3	60	3	60
2 Qualifications of Staff	4	80	3	60
3 Other services offered and relevance	3	15	3	15
4 Firm's approach to CPE	4	28	3	21
5 References and client list	3	27	3	27
6 Audit plan	3	45	4	60
7 Independence	3	21	4	28
8 Cost proposal	3	51	4	68
Absolute Final Score		327		339

**RFP INDEPENDENT AUDITOR SERVICES
RFP 18-08**

Paul Booton

Criteria	Weight
1 Firm's experience	20
2 Qualifications of Staff	20
3 Other services offered and relevance	5
4 Firm's approach to CPE	7
5 References and client list	9
6 Audit plan	15
7 Independence	7
8 Cost proposal	17
	100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

Criteria	Purvis Gray & CO	Total	James Moore CPA & Consulting	Total	
1 Firm's experience	4	80	5	100	
2 Qualifications of Staff	3	60	4	80	
3 Other services offered and relevance	3	15	5	25	
4 Firm's approach to CPE	5	35	5	35	
5 References and client list	4	36	5	45	
6 Audit plan	4	60	5	75	
7 Independence	3	21	5	35	
8 Cost proposal		0		0	did not rate
Absolute Final Score		307		395	

City of Fernandina Beach
RFP 18-02 Auditor Selection Committee Meeting
March 16, 2018 – 9:30am

Committee members present: Patti Clifford, Cricket Poston, Ms. Chris Bryan and Commissioner Ross.

Committee members absent: Paul Booton

Staff Members present: Wanda Weaks

The meeting was called to order at 9:35am by Ms. Clifford.

Ms. Bryan made a motion to elect Commissioner Ross as Chair and this was seconded by Ms. Poston. All in favor

Ms. Clifford made a motion to elect Ms. Poston as Secretary and this was seconded by Ms. Bryan. All in favor

Commissioner Ross asked who prepares the Management Letter for the City. Ms. Clifford answered that she writes/prepares the letter and it is signed by the City Manager and the Comptroller. Commissioner Ross asked for a copy of and Ms. Clifford agreed to email a copy of the 15/16 management letter.

Commissioner Ross asked if the City uses compensation as part of the evaluation process.

Ms. Clifford answered "yes" but not a major consideration. The evaluation will be done by the Audit Selection Committee based on the established criteria and weighting but compensation is not the sole or predominant factor. Corrections were discussed to change the wording in the RFP in regards to the Audit Selection Committee to include "the committee may include COFB residents or other COFB staff". Ms. Bryan moved to accept this change in verbiage and was seconded by Ms. Poston.

The question was asked as to the procedure for publishing the RFP. Ms. Clifford explained that the City places an ad in the Fernandina News Leader as well as posting electronically to the COFB website and Onvia/DemandStar, which is a website to connect businesses and governments to opportunities about leads and information to win government contracts. The City sends emails to prospective vendors as well.

Commissioner Ross asked for more detail in the Performance Specifications, Item 1c. Ms. Clifford agreed to expand on the definition of "substantial audit work". Ms. Clifford also explained the list of required items.

Questions were asked in regards to completing the evaluation forms. Ms. Clifford explained this process.

Ms. Bryan asked "do they pull you in and ask how to do better and does anyone ask them what can be done better". Ms. Clifford confirmed that the City does have these meetings.

The time of the next meeting was discussed and agreed upon, May 9 2018 to discuss and finalize scores.

Ms. Bryan made the motion to adjourn, Ms. Clifford seconded. The meeting adjourned at 10:12am.

City of Fernandina Beach
RFP 18-02 Auditor Selection Evaluation Ratings Meeting
May 9, 2018 – 11:00am

Committee members present: Patti Clifford, Cricket Poston, Chris Bryan and Commissioner
Chip Ross, and Paul Booton
Staff Members present: Wanda Weak
Others present: Representatives from Purvis Gray, Ryan Tucker and Barbara Boyd

The meeting was called to order at 11:00am by Chairman Ross.

Scored and tallied consolidated and individual evaluation sheets were distributed to each committee member.

Ms. Clifford reported that the City received two responses and that a third came in late and was not allowed.

Ms. Bryan asked how long the City has used Purvis Gray & Company.

Ms. Clifford stated that Purvis Gray has been an auditor for the City since 2004 and there has been a change of partners three times. This question was posed to Ms. Boyd, Partner with Purvis Gray, and she stated that it depends on the client but changing partners should be done every five years.

Ms. Clifford reported that Purvis Gray was very helpful in the IRS audit in 2004-2005. Also Purvis Gray assisted with an in depth IT audit.

Ms. Clifford pointed out the experience and the impressive list of references for Purvis Gray. It was noted that James Moore listed the City of Fernandina Beach as a current client. The City hasn't been a client of James Moore for 13 years. MS. Clifford continued by discussing the differences in costs associated with each respondent: Purvis Gray hourly rates are significantly lower and the City would not be charged for additional services; whereas it appeared James Moore would charge a high hourly rate for additional services requested by the City. The City's experience with Purvis Gray staffing is a partner and three staffers on site for the audit; while James Moore would send a supervisor and one staffer and employ Skype for more face time as needed.

Chairman Ross expressed interest in how the City takes advantage of CPE and other educational offerings by Purvis Gray. Ms. Clifford explained City staff had not taken advantage of the CPE offered by Purvis Gray because it required travelling. However, Purvis Gray has been instrumental in educating City staff on GASB pronouncements and has been presenters at local FGOA meetings. It was learned that the CPE classes take place in Gainesville and perhaps would be a possibility in the future.

Ms. Bryan stated that changing Auditing firms in the same year that Ms. Clifford will be retiring is not a good idea. Ms. Clifford stated that compiling "permanent" information (debt, contracts, policies etc.) for a new firm would be time consuming for the Finance Department staff.

Mr. Booton suggested that with Ms. Clifford retiring, it is the perfect time to start with a new auditing firm. He stated another reason for change is that Purvis Gray is too familiar with the City. Chairman Ross agreed it was time for a change.

City of Fernandina Beach
RFP 18-02 Auditor Selection Evaluation Ratings Meeting
May 9, 2018 – 11:00am

A vote was taken, Ms. Clifford, Ms. Bryan and Ms. Poston (three) voted Purvis Gray with Chairman Ross and Mr. Booton (two) voting for James Moore.

Ms. Clifford read the draft of the resolution for content with the promise to distribute to the Committee for their review.

The meeting was adjourned at 11:40am.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-78
Amendment Approval - Purchasing Policies and Procedures Manual

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-78

SYNOPSIS: Periodically, the Purchasing Policies and Procedures must be reviewed and updated. The last update occurred in 2012, and in that time, Finance has purchased software that streamlines purchasing processes electronically. This proposed update includes the changes to the procedure, as well as raising spending limits for Department Directors to reflect the everyday costs of doing City business, updates old terminology and updates language for the competitive bid process. A new addition to the Purchasing Policies and Procedures Manual is "sustainable purchasing" which is a "greener" way of purchasing and in keeping with the Comprehensive Plan Section 4.04.08.

FISCAL IMPACT: The proposed Purchasing Policies and Procedures Manual increases the authority of a Director from \$1,000 to \$5,000; increases the authority of the Comptroller from \$4,000 to \$10,000; and increases the authority level for City Manager approval from \$4,000 to \$10,000.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-78.

Tammi E. Bach, City Attorney	05/15/2018
Dale Martin, City Manager	05/21/2018
Patti Clifford, Comptroller	05/21/2018
Tammi E. Bach, City Attorney	05/25/2018

Date: April 10, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2018-78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2010-138, APPROVING UPDATES TO THE PURCHASING POLICIES AND PROCEDURES MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as the City needs to provide guidance and direction to all city staff involved with the purchasing process; and

WHEREAS, the Finance department has recently acquired new software that has made many of the purchasing procedures more efficient through electronic means; and

WHEREAS, the current Purchasing Policies and Procedures Manual, approved April 6, 2010, via Resolution 2010-38, does not reflect the new procedures; and

WHEREAS, the City Commission directed the City Manager to review purchasing procedures, specifically for the competitive bid process, and the City Manager appointed a Committee to review and revise the existing Purchasing Policies and Procedures Manual; and

WHEREAS, after many months of meetings and input from City staff, the Committee has prepared revisions; and

WHEREAS, the Committee recommends revising the current Purchasing Policies and Procedures Manual as attached in Exhibit "A".

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 Purchasing Policies and Procedures Manual, attached hereto as Exhibit "A".

SECTION 2. This Resolution supersedes and repeals any previous policies in conflict herewith.

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

ADOPTED this 5th day of June, 2018.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Commissioner-Mayor

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney



PURCHASING POLICIES AND PROCEDURES MANUAL

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4.0 Basic Forms

- Petty Cash Reconciliation Form
- ~~Request for Payment Form~~
- ~~Purchase Order Form~~
- Terms and Conditions for Purchases
- VISA Credit Card Employee Agreement
- Sole Source / Emergency Purchase Form
- ~~Request for Quote Form~~ Vendor Quote Sheet
- Bid/Proposal/Qualification Issuance Form
- ~~Legal Advertise Sample~~
- Invitation to Bid Sample Letter
- Pre-Bid Meeting Sign in Sheet
- Bid Tally Form
- Extension of Bid Based on Mutual Agreement
- Fixed Asset / Property Record Form (pink)
- Asset – Non Capitalized Form (gold)
- Dispositioned Property Record Form
- Travel Expense Statement
- Vendor Application

Previous Amendments:

Purchasing Code Amended: May 18, 2010 – Ordinance 2010-10

Purchasing Policies and Procedures Amended: May 17, 2011 – Resolution 2011-64

Purchasing Policies and Procedures Amended: December 6, 2011 – Resolution 2011-177

Purchasing Policies and Procedures Amended: April 17, 2012 – Resolution 2012-59

Purchasing Policies and Procedures Amended: September 4, 2012 – Resolution 2012-138

1.0 PURPOSE

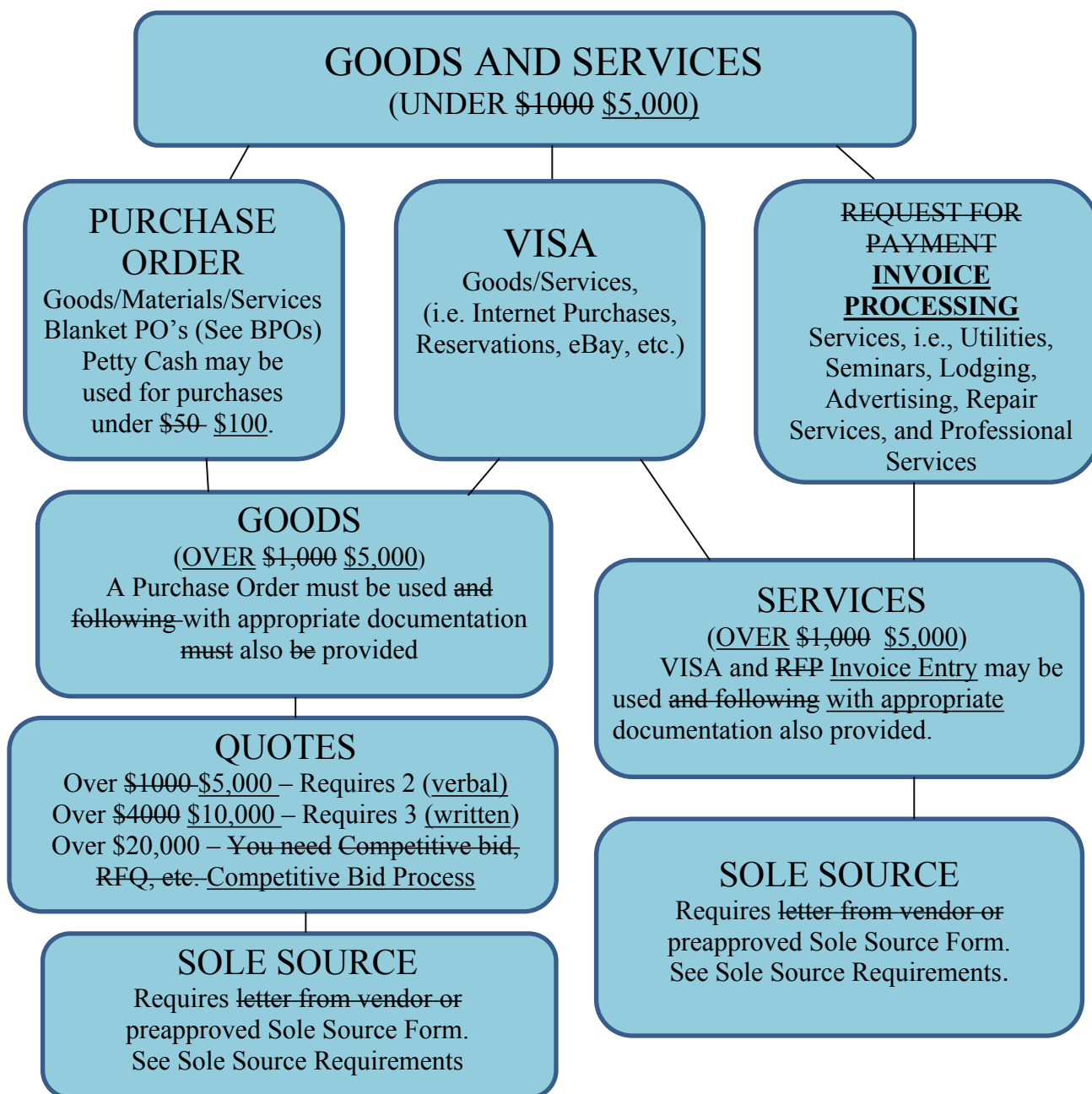
This Purchasing Policies and Procedures Manual is provided to all departments of the City of Fernandina Beach to provide guidance and direction to all employees involved in the purchasing process and to promote transparency, efficiency and economy in the purchase of various goods and/or services. This Manual is intended to incorporate all purchasing policies and ordinances adopted by the City Commission in a form that is “user friendly”. In addition to this Manual, the City Commission has adopted a comprehensive Purchasing Code as part of the Code of Ordinances, Sections 2-420 through 2-446. In case of a conflict between the provisions set forth in the Purchasing Code and this Purchasing Policies and Procedures Manual, the Purchasing Code shall dictate.

It is the policy of the City to make all purchases of supplies, materials, equipment and contractual services utilizing a competitive process and receiving the best value from the most responsive and responsible vendor. The competitive process can include written quotes, formal Invitation to Bids (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ) or any other method set forth in the City’s Code.

The City’s purchasing policies shall also incorporate the following principles:

- Standardization of products and consolidation of purchases used throughout the City to obtain the best value from the most responsive and responsible vendor;
- Use of appropriate specifications for purchase of goods and services, including consideration of value, estimated life and service factors;
- Use of competition to reduce prices;
- Conducting all purchases in a businesslike and objective manner, and eliminating favorites and connivance in public purchasing;
- Elimination of unnecessary purchases, and the limitation of paperwork to the maximum extent possible;
- Transfer of useable goods from one department to another, and from another agency to the city;
- Use of cooperative purchasing agreements to take advantage (piggy-back off) of other government contract agreements;
- Inspection and testing of products to assure compliance with contract specifications;
- Prompt payment of invoices, earning discounts wherever possible;
- ~~Use of local vendors when competitive and taking appropriate measures to ensure affirmative action steps are taken.~~

2.0 PURCHASING APPROVAL PROCESS



APPROVAL LIMITS & SIGNATURE REQUIREMENTS

< \$100	Foreman/Field Supervisor
< \$1,000 <u>\$5,000</u>	Department Head <u>Director</u>
< \$4,000 <u>\$10,000</u>	Finance Controllor <u>Comptroller</u>
< \$20,000	City Manager
≥ \$20,000	City Commission and Competitive Bid
Vehicles/Related Equipment: Fleet/Facilities Maintenance Director	
<u>Building Related: Fleet/Facilities Maintenance Director</u>	
Computer/Software/Related Equipment: IT Manager	

3.0 POLICYIES &-PROCEDURES

- A. Procedures Mandatory: No person shall make any commitment for supplies, materials, or services of any kind on behalf of the City except in accordance with City Purchasing Procedures and Section 2-431 of the Code of Ordinances.
- B. Organization: The City of Fernandina Beach employs a modified centralized purchasing system, wherein the requesting department, in addition to the City Purchasing Agent, may perform purchasing functions that follow the City's purchasing policies and procedures.

The City Manager has the ultimate responsibility to ensure that the procurement of goods and services are in compliance with City policy, codes, regulations and State Statutes and that funds have been budgeted and are available.

The City ~~Comptroller~~ Controller/Finance is charged with the responsibility of policing purchases and bidding procedures for legality relative to Federal, State, and City laws, regulations, policy and procedures and guarding against unethical or discriminatory practices in the bidding and procurement activities.

- C. Purchasing: A purchase is defined as buying, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the City. The City of Fernandina Beach is exempt from Florida sales tax, and it is the responsibility of each Department ~~Head~~ or Director to ensure that the appropriate employees in their department understand the City's tax exempt status.

Purchases of Services over-\$1,000 5,000 are to be procured via Requisition/Purchase Order and need approval from the City ~~Controller~~ Comptroller and City Manager, if applicable, prior to commitment. Purchases are to be checked for appropriation within departmental budget prior to completing purchase order being filled out the requisition in Munis. ~~After proper approval, the purchase order will be returned to the department authorizing the order to be placed.~~

Within the meaning of the definition of a purchase, the following are **NOT** purchases that would require a Requisition/Purchase Order but may be payable ~~on a Request for Payment through~~ Munis Invoice Processing:

- a. Public communications, i.e., telephone, newspaper ads, etc.
- b. Utilities
- c. Transportation of persons and things
- d. Educational seminars/workshops
- e. Overnight lodging
- f. Any rental or lease of property or buildings for less than twelve (12) calendar months with a non-renewable lease

- g. Professional services, services of a professional nature like those covered under Consultants Competitive Negotiation Act (CCNA)
- h. Credit Cards/Vendor Cards charges up to ~~\$1,000~~ 5,000
- i. Labor services such as maintenance repairs for existing City equipment or property
- j. Insurance premiums
- k. Debt payments

D. Purchasing Approvals: Purchases of goods over ~~\$1,000~~ 5,000 and less than ~~\$4,000~~ 10,000 are to be issued via Requisition/Purchase Order and require approval from the ~~Controller~~ Comptroller prior to commitment. Purchases under ~~\$1,000~~ 5,000 require approval of the requesting Department ~~Head~~ Director and may be processed via a Requisition/Purchase Order or ~~Request for Payment (RFP): invoice processing.~~ Signing authorities are based on the Requisition/Purchase Orders grand total amount. Purchases greater than ~~\$4,000~~ 10,000, but less than ~~then~~ than \$20,000 require approval from both the ~~Controller~~ Comptroller and the City Manager via Requisitions/Purchase Order or invoicing thru Munis. Expenditures over \$20,000 require City Commission approval. The Munis workflow is built to electronically collect all of the required authorizations.

Purchasing Approval Levels are as follows:

- < \$100 Foreman/Field Supervisor
- < ~~\$1,000~~ 5,000 Department ~~Head~~ (Director)
- < ~~\$4,000~~ 10,000 Finance ~~Controller~~ Comptroller
- < \$20,000 City Manager
- ≥ \$20,000 City Commission
- Departments must get the Information Technology Director's approval for the purchase of computer / electronic related equipment. Equipment purchased without the IT Director's approval will not be supported by the IT Department. All technology-related PO's must be signed by the IT Department Head. All technology related Requisitions/Purchase Orders must be signed by the IT Department Head. RFP's and invoices must have prior e-mail approval from the IT Department Director attached to the RFP in Munis. The Police Department supports its own IT functions and shall remain exempt from this approval process.
- The Fleet/Facilities Maintenance Director is responsible for purchases, maintenance, and repair of vehicles and equipment (rolling stock), and building-related items. All vehicle-related and building-related Requisition/Purchase Orders and Superintendent. RFP's Invoices must have prior e-mail approval attached to the RFP in Munis.

E. Methods of Procurement: (see each procedure explained below)

1. Petty Cash
2. Request for Payment (RFP) Invoice Processing without a Requisition/Purchase Order
3. Requisition/Purchase Order (PO)

4. Competitive Bidding (Invitation to Request for Bid/Request for Proposals/Request for Qualifications)
5. Credit Cards/Vendor Cards
6. Sole Source/Emergency Procurement ~~Modified Sole Source~~
7. Emergency Purchases

E.1 Petty Cash: Cash maintained in a department that may be used for purchases of \$~~50~~ 100 and under that must be made quickly and without prior notice on a contingency basis, for department purchases, or for official, organized activities of the City Commission or the various boards that function as part of the City government. Each Petty Cash fund has a designated custodian responsible for disbursements and accounting. Petty eCash may be used when other methods of purchase (~~e.g. RFP~~) is are not practicable. Petty Cash shall not be used to reimburse travel or training related expenses. A Petty Cash Record and Reconciliation Form signed by the employee preparing the form and the supervisor/Department ~~Head~~ Director detailing each purchase, including date, vendor, item(s), account number charged, and amount, along with the corresponding invoices should be entered into Munis ~~is to be submitted to the Finance Department along with a Request for Payment Form (RFP), payable to the fund custodian, to reimburse the Petty Cash Fund for reimbursement.~~ The form must include a total amount to be reimbursed. The Finance department will prepare a check payable to the fund custodian to reimburse the Petty Cash Fund. The Finance Department performs an annual audit of each Department's petty cash fund.

E.2 ~~Request for Payment: (RFP)~~ Invoice Processing without a Requisition/Purchase Order: A Department ~~Head~~ Director may submit ~~payments~~ invoices for a purchase of goods or services under \$~~1,000~~ 5,000 ~~using an RFP~~ thus and thus avoiding the requirement of processing a formal Requisition/Purchase Order PO and obtaining quotes. When submitting an ~~RFP-invoice for payment in the Munis software~~, the requesting department must ~~initial in the appropriate space to verify funds are available and that~~ code the purchase to the proper org/object numbers ~~account number has been used. The RFP must also be signed by the Department Head or person having signing authority.~~ The original receipt or invoice must be attached to the Munis invoice. The Munis workflow is built to electronically collect all of the required authorizations. This policy modification decreases paperwork and contributes to the efficiency of the various departments as well as Accounts Payable. If the underlying supporting documentation (i.e. contracts from vendor, proposals, quotes, applications, etc.) requires a signature of authority on another form, the documentation must be sent to the City Attorney's Office for review and approval by the City Attorney. Upon review and approval, the documentation will be forwarded to the City Manager's Office for signature by the City Manager. Should the City Attorney feel a modification is required, the supporting documentation will be sent back to the requesting department to work with the vendor. Upon approval of the vendor, the supporting documentation is to then be sent back to the City Attorney for signature. Upon the City Attorney's approval as to form, the document will be forwarded to the City Manager for signature, and then to the City Clerk's Office to be Attested. See Section C for purchase of services.

E.3 Requisition/Purchase Order (PO): The official legal record of contract between the City and vendor, issued separately or in conjunction with other documents, which delineates the responsibilities of both parties in the provision of and payment for goods and services required by

the City. The Requisition/Purchase Order also is the mechanism by which budgetary and cash balances are encumbered in the City's accounting system. Requisition/Purchase Orders for goods and services are required for purchases over \$1,000 5,000 (unless they fall under the exceptions listed in section C). Purchase Orders in the Munis system are created as a result of a department processing a Requisition. If the underlying supporting documentation (i.e. credit applications, Purchase Order terms and conditions, contracts from vendor, proposals, quotes, applications, etc.) requires a signature of authority on another form, the documentation must be sent to the City Attorney's Office for review and approval by the City Attorney. A credit application is sent to Finance for the banking references only and then sent back to the City Attorney for final approval. Upon review and approval, the documentation will be forwarded to the City Manager's Office for signature by the City Manager. Should the City Attorney feel a modification is required, the supporting documentation will be sent back to the requesting department to work with the vendor. Upon approval of the vendor, the supporting documentation is to then be sent back to the City Attorney for signature. Upon the City Attorney's approval as to form, the document will be forwarded to the City Manager for signature, and then to the City Clerk's Office to be Attested. See Section C for purchase of services.

~~The PO Requisition must be completed initiated by the requesting department and signed approved by the Department Head Director in the Munis workflow. The requesting department must print and sign a white vendor copy (including Terms & Conditions) in addition to the green and pink copies. The requesting department must also verify funds are available and that the proper org/object numbers account number have been used. Quotes, sole source documents, bid number reference, Resolution number reference and a copy of the Resolution must be attached in Munis. The Finance department receives the PO (all three copies) will review the Requisition and supporting documentation (quotes, sole source, bid # reference, resolution # reference) from the requesting department and confirms the account code to verify funds are available and that The words "Quotes attached" or "Sole Source" or reference to a Resolution number must also be recorded on the face of the purchase order annotated within the Requisition. The Finance department receives the PO (all three copies) will review the Requisition and supporting documentation from the requesting department to ensure the proper org/object number account has been used and proper documentation is attached. The Requisition PO is then forwarded to the Controller Comptroller and City Manager by the Munis workflow for additional approval(s) as applicable. After approval(s) have been obtained, the original PO — white and green copies — are returned to the requesting department to place an order Munis system will generate and print a single copy of the Purchase Order PO. The department will be electronically notified that the Purchase Order PO has been printed and Finance will send the hard copy to the requesting department via interoffice mail. The pink copy is retained in Finance.~~

Once the requesting department receives the authorized Purchase Order PO (green & white copies), it is their responsibility to the white copy — front and back — is then provided a copy to the vendor making sure the purchase order Terms and Conditions are forwarded to the supplier/vendor along with the Purchase Order.

Once the order is shipped to and received by the requesting department they compare the receipt to the packing list and Purchase Order PO and examine the condition of the shipment. When the invoice is received by the requesting department it is matched with the packing list. ~~and green~~

~~copy of the PO. If there is any discrepancy between the packing list amount received or with the invoice amount, the requesting department must make an effort to correct these issues with the supplier and make notes on the invoice before processing for payment. secures resolution prior to routing documentation to the Finance department. As confirmation of PO completion, these documents are then sent to the Finance department.~~

~~The Finance receiving department matches the pink copy of the purchase order with the green copy of the purchase order and the invoice keys the invoice information into the Munis workflow against the Purchase Order PO. Once the invoice has received all of the necessary approvals within the Munis system, the Finance staff will process the payment. The Accounting Clerk keys the invoice information into the accounting system and prints the checks associated with each Purchase Order or Request for Payment. The City Manager and City Clerk signatures are electronically printed on the checks. A review of all checks to be printed is performed by the City Clerk's Office prior to printing and mailing payments to vendors. A turn around time of two weeks from the time the invoice is received in Finance to the mailing of the check can normally be anticipated. Invoices are paid according to the Florida Prompt Payment Act.~~

- E.4 Competitive Purchasing: A solicitation for goods or services with more than one vendor. Examples are: Request for Qualifications Quote, Invitation to Bid or Request for Proposal. See procedures for Qualifications and Sealed Bids/Proposals.
- E.5 Credit Card (VISA) /Vendor Cards: The City VISA Card and/or Vendor Card should only be used when another payment method (i.e. purchase order, check, or petty cash) is not practical due to timeliness or other limitations. City credit cards are given to Department Heads Directors and some employees, with authorization of the City Manager, to facilitate the purchasing of items on-line, for City related travel and training, and to expedite the delivery of goods. Each employee issued a VISA card is required to sign a VISA Credit Card Employee Agreement. In this agreement the employee agrees to abide by the procedures for use of the card. The City also has store cards which allow the purchaser to buy on account, i.e. Examples would be Wal-Mart, Home Depot, and Kmart-Lowe's. Statements are received each month - one statement for each card held by the City. Invoices for individual purchase made by use of these cards are processed using a Request for Payment (RFP) the Munis workflow by the associated department.
- The use of the VISA Card and/or Vendor Card is only for the purchase of goods and services for official business of the City of Fernandina Beach. Any charges considered as personal, non-official business, will be immediately reimbursable to the City and will be grounds for disciplinary action.
 - ~~The City VISA Card and/or Vendor Card should only be used when another payment method (i.e. purchase order, check, or petty cash) is not practical due to timeliness or other limitations.~~
 - The purchasing process, authorization and spending limits remain the same for purchases made on Visa cards as they are for other purchases. All quotes, bids, Requisitions/Purchase Orders PO's, etc. need to be authorized in advance of placing an order when using a credit card. If the vendor/supplier charges sales tax on a credit card receipt, it is the cardholder's responsibility to

get a refund from the vendor and note this on the original receipt when submitting through Munis.

- VISA Card and/or Vendor Card receipts for purchases must be entered into Munis **within five business days** of purchase or return to work from travel, along with the appropriate RFP invoice or receipt ~~purchase order~~. Failure to meet this deadline may result in the revocation of the VISA Card and/or Vendor Card at the discretion of the City Manager and City ~~Controller~~ Comptroller and will be grounds for disciplinary action as follows:
 - 1st Notification – Email to Cardholder and Department ~~Head~~ Director.
 - 2nd Notification - Email to Cardholder, Department ~~Head~~ Director, and ~~Controller~~ Comptroller.
 - 3rd Notification – Email to Cardholder, from the ~~Controller~~ Comptroller with a copy to the Department ~~Head~~ Director and City Manager with instructions to place a copy in Cardholder's performance file.
- If Cardholder loses a receipt, a short, written statement, signed by the employee and Department ~~Head~~ Director, explaining the item, amount and circumstances of the expense must be submitted with the RFP invoice ~~which includes the Department Head's signature~~.
- The City Manager or Department ~~Head~~/Director may authorize others to use their cards by completing ~~putting~~ the authorization form ~~in writing and having it notarized~~. Such authorizations will have a maximum of a one-year limit and will be kept by the department giving the authorization. The cardholder will be responsible for charges even though authorization for other's use may be given.
- Employees are to surrender the VISA Card and/or Vendor Card upon resignation, retirement, termination, or upon request of an authorized representative of the City of Fernandina Beach. Use of the VISA Card and/or Vendor Card after privileges are withdrawn is prohibited.
- If the VISA Card and/or Vendor Card is lost or stolen, the employee will immediately notify the City ~~Controller~~ Comptroller or Accounting Supervisor in the Finance Department.
- Any charges considered as personal, non-official business, are strictly prohibited, must be immediately reimbursed to the City, and may be grounds for disciplinary action.
- VISA credits for returns or refunds must be processed by completing a separate invoice ~~RFP~~. The word "CREDIT" must be annotated ~~on the form~~ in Munis and a minus sign shall be placed in front of the amount. As with all RFP's invoices, an org/object number ~~account number and the Department Head Director's signature are also~~ is required. The appropriate Credit Slip/Receipt shall be attached to the RFP invoice for the Credit.
- When a department (Maintenance, IT, etc.) is doing work or placing an order for another department the benefiting department is responsible for preparing the Requisition/Purchase Order PO or Request for Payment invoicing paperwork and submitting it ~~to Finance~~ for

payment. The department performing the work is responsible for providing all necessary information, receipts and/or invoices to the benefiting department in a timely manner.

- E.6 Sole Source/Emergency Procurement: A Sole Source purchase method is used when any materials, supplies or service can only be obtained from one vendor or manufacturer eliminating the possibility of securing a comparative quote or bid. Justification may include Lead Time; Insurance; Pay Terms; Substitution; Proprietary/ Unique Vendor Quality(s); etc.

A Sole Source/Emergency Procurement form must be filled out by the requesting Department ~~Head~~ Director and requires City Manager approval BEFORE order is placed via Requisition/Purchase Order ~~P~~O for goods. If for services, the form requires City Manager approval BEFORE payment to vendor, not to exceed City Manager's signing authority. ~~If a Vendor Letter is to be used in place of the City's Sole Source form, the letter must be from the manufacturer (OEM), not a distributor, must be on OEM letterhead, dated, and include a summary detailing their exclusivity. The Vendor Letter must be signed by the City Manager, identifying authorization of the sole source vendor.~~

A Department ~~Head~~ Director may obtain the City Manager's approval of a sole source (evidenced by signature) to be used for repetitive sole source purchases from an identified vendor. The modified sole source designation includes an expiration date not to exceed one fiscal year. Repeat purchases may be made using a copy of the approved sole source. The annual accumulated amount of purchases made using the modified sole source form for one vendor may not exceed \$20,000. For sole source purchases exceeding \$20,000, the City Commission may approve an annual contract with vendors offering sole source products.

- E.7 Emergency Purchases: In the event of an actual emergency which requires a purchase after office hours, on a weekend, or holiday when it is not possible to get a purchase order issued, the Department ~~Head~~ Director involved shall take responsibility for the necessary purchase reporting it to the Finance Department without delay. A Department Director must complete the Sole Source/Emergency Procurement Form and receive the City Manager's signature authorizing the proposed purchase prior to placing the order for the goods or service. In the event of an emergency purchase, the Director may receive a verbal or email approval of the emergency purchase from the City Manager and complete the emergency purchase order and the Sole Source/Emergency Procurement form for the City Manager's signature as soon as practically possible thereafter.

The term "emergency" means an unexpected turn of events that causes:

- (a) An immediate danger to the public health or safety;
- (b) An immediate danger of loss of public or private property; or
- (c) An interruption in the delivery of an essential governmental service.

- E.8 Electronic Funds Transfer (ACH): The City may pay debt payments, insurance payments and other payables via an online banking system. Documentation for the electronic transfers is kept in the Journal Entry book. All electronic transfers require action from two individuals: The

Accounting Supervisor to establish the transfer file or ACH and a second individual, the City ~~Controller~~ Comptroller, to approve it.

E.9 Sustainable Purchasing: The City will seek to buy and use products needed for city services which are made with recycled materials if the recycled items are reasonably competitive with non-recycled products (cost not to exceed 15%), and meet or exceed specifications and user required quality levels set forth by the City. Departments will make an effort to identify products made from recycled materials that meet appropriate standards for use. When purchases are necessary, strong consideration will be given to durable items, items having minimal packaging, and items that are readily recycled when discarded. Employees are expected to try to purchase products for City use which contain recycled materials whenever such products meet the minimum standards for their particular function.

F. Competitive Purchasing: Competitive purchasing shall operate under the supervision of the City ~~Controller~~ Comptroller in the best interest of transparency, economy and efficiency. For non-emergency purchasing, purchase orders shall normally be issued within three (3) business days after price quotes are received by the Department ~~Head~~ Director. Multiple small purchases for the same item shall not be made for the purposes of circumventing City purchasing procedures. Purchases of goods and/or services over \$1,000 5,000 but less than \$20,000 require the requesting department obtain quotes. A limit is reached when the total Requisition/Purchase Order extended line item amount ($Qty * Price$) exceeds established limits. Each department is responsible for creating their own Requisitions/Purchase Orders and obtaining the required number of quotes. Purchases of \$20,000 or more will be done on the basis of sealed competitive bids/proposals.

- ~~Line item~~ Purchases of \$1,000-5,000 but less than \$10,000 to \$3,999.99 require two (2) quotes that may be written or verbal – an email or other documentation from the department detailing the information for the verbal quotes is required
- ~~Line item~~ Purchases of \$4,000 10,000 but less than \$20,000 to \$19,999-require three (3) quotes that must be written
- ~~Line item~~ Purchases of \$20,000 or more require procurement via sealed bids/proposals

F.1 Obtaining Quotes:

- The requesting department will create a written specification and description of need ~~on City letterhead or with City logo~~ and fax or email to vendors;
- All vendors must quote to the same specification;
- Requesting departments must ensure equal opportunity is given to a variety of vendors when soliciting for quote. ~~Use of the City's vendor database, internet, phone books or other sources should be used when identifying sources;~~
- The specification will include: City's Name, Delivery Address, Phone, Fax, Item Description, Quantity, Unit of Measure, Freight reflected as "Delivered", Date Needed, Price Expiration

Date, and a copy of the City's Tax Exempt Letter and Terms and Conditions for Purchases and any other information deemed necessary;

- Vendor must agree to City Terms and Conditions, if not, any modifications must be approved by the City Attorney;
- "No Quote" from a vendor may count as a quote if proof is provided that a quote was solicited (copy of faxed confirmation with date and time faxed or copy of sent email reflecting address of vendor) and, ~~the number of quotes solicited must exceed the minimum quote requested and be attached as supporting documentation~~ document multiple efforts to reach vendors.
- Copies of the quote responses must be attached to the ~~purchase order~~ requisition along with the Quote Summary form identifying the reason the selected vendor was chosen.

In the event a signature line is provided on a vendor quote form, it is to be noted that the City Manager is the only one authorized to sign. It is preferred that the requesting department cross the line out, however if the vendor pursues a signature on the quote form, the requesting department should send the form to the City Attorney for review and upon review and approval, will forward to the City Manager for signature. The City Manager's Office will return the proposal to the originating department once the City Manager has authorized such purchase.

The requirement for written quotes may be waived if it is established by the Department ~~Head~~ Director that the item is available only from a single source, proprietary source, or after solicitation of a number of sources, competition is determined inadequate. The Sole Source documentation must be signed by the City Manager, attached to, and kept with the Requisition/Purchase Order.

Sealed competitive bid process may also be used when deemed advantageous by the City Manager.

F.2 Sealed Bids/Proposals:

Purchases ~~of~~ equal to or more than \$20,000 (~~twenty thousand dollars~~) will be made on the basis of sealed competitive bids/proposals. In coordination with the Purchasing Agent, the requesting department will write a detailed specification or scope of work of the goods or services needed. A Bid Issuance form will be completed by the requesting department providing the required information (account number, scope of services, etc.), and sent to the Finance Department, complete with all supporting documentation as required. This form packet requires the City Manager, City ~~Controller~~ Comptroller and City Attorney review and approveals.

Once approved, the City's website becomes the central point for information. Specifications and documents will be maintained on the website so that interested parties may download the information quickly and cost-effectively as needed to reply.

- Invitation to Bid (ITB) - method of acquiring goods, services, and construction for public use is awarded to the most responsive and responsible bidder offering the best value, based solely

on the response to a clearly defined criteria and specifications set forth in the ITB. The contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid, per Florida State Statute 287.057.

- Request for Proposal (RFP) - a solicitation for response for a commodity and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on established criteria wherein the RFP shall state the relative importance of price and other evaluation factors. The evaluation criteria and weights are prepared in advance of receipt of response submittals. The results are evaluated by a committee and a recommendation is made to the Commission.
- ~~Legal-Advertisement:~~ - An legal advertisement will be posted electronically placed once in the local newspaper directing vendors to the City website, as wells as an additional procurement website, where prospective bidders they may can download bid/proposal documents. Public Notice of the Invitation to Bid or Request for Proposal shall be advertised a minimum of ten five (5) business days prior to the date set forth therein for the opening of bids, per Florida State Statute 287-042(3)(b)(1).
- Online Broadcasts: Use of online government procurement information sites (like the PEG channel or Demandstar) may also be used to broadcast bids/proposals to vendors interested in doing business with government entities. This method of advertising assists the City in following affirmative action steps by capturing the attention of small business, women-owned veteran owned or minority owned businesses.
- Minorities: To assure that small businesses that are women-owned, veteran owned or minority-owned are utilized when possible, the following affirmative action steps may be taken:
 - Including qualified small businesses that are women-owned, veteran owned or minority-owned on bid lists (obtained from online government information sites and area minority organizations).
 - Assuring that small businesses that are women-owned, veteran owned or minority owned are solicited whenever they are potential sources.
 - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small businesses that are women-owned, veteran owned or minority-owned.
 - Where the requirements permit, establishing delivery schedules, which will encourage participation by small businesses that are women-owned, veteran owned or minority-owned.
 - Using the services and assistance of the Small Business Administration, statewide contract register, or the Office of Minority Business Enterprise of the Department of Commerce, and area minority organizations, as required.

- Pass-through to Subcontractors: a contractor shall take the above affirmative steps listed in awarding its subcontracts.

Public Notice for municipalities for public construction:

1. The solicitation of competitive bids or proposals for any construction project that is projected to cost more than \$200,000 shall be publicly advertised ~~at least once in a newspaper of general circulation in the county where the project is located~~ on the City's website at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least ~~10~~ 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened and read aloud at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the City in any manner that is reasonable under the emergency circumstances, as defined herein.
 2. If the location, date, or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.
 3. A construction project may not be divided into more than one project for the purpose of evading the requirements in this section.
 4. As used in this section, the term "emergency" means an unexpected turn of events that causes:
 - (a) An immediate danger to the public health or safety;
 - (b) An immediate danger of loss of public or private property; or
 - (c) An interruption in the delivery of an essential governmental service.
- ~~Preliminary-Bid/Pre-Proposal~~ Meetings: ~~Pre-bid/Pre-Proposal~~ Preliminary meetings are most advantageous to both potential bidders and to the City. Their purpose is to freely exchange information so as to have potential bidders become familiar with the specifications and terms and conditions of the product or services being requested. It is up to the requesting department to determine if a meeting is necessary. If it has been determined that a meeting is necessary, then the meeting time and place must be included in the bid document and ~~legal advertisement~~. If it is *mandatory* for bidders to attend, then it must also be stated in the bid document and ~~legal advertisement~~. Failure to attend a mandatory ~~pre-bid/pre-proposal~~ preliminary meeting will result in disqualification of the vendor to participate in the bid or proposal process.

The Purchasing Agent will route a sign-in sheet to document attendance. This sheet will be posted on the City's website within 24 hours of the meeting. The City Project Manager or Department ~~Head~~ Director will run the meeting and respond to any questions. Questions and answers will be documented and posted on the City's website as an addendum to the bid/proposal. Attendees will be instructed to send any future questions in writing to the

Purchasing Agent who will in turn get responses from the Project Manager or Department Head Director and will then post them on the website.

- ~~Vendor Database: Vendors may be selected from the City vendor database, maintained by the Finance Department who has identified themselves with the commodity or service matching the bid/proposal being advertised. These vendors will receive a copy of the legal advertisement directing them to download the bid documents from the City's website.~~
- ~~New vendors and vendors who have not done business with the City for two (2) years should visit the City's website at www.fbf1.us, the Bids and Purchasing web page to download the Vendor Application, Commodity Code List, W9 Form and Terms and Conditions. Once completed the vendor will fax, email or mail the information to the Finance Department so the vendor can be added to the City's Vendor Database.~~
- ~~Online Broadcasts: Use of online government procurement information sites (like the PEG Channel or Demandstar) may also be used to broadcast bids/proposals to vendors interested in doing business with government entities. This method of advertising assists the City in following affirmative action steps by capturing the attention of small business, women-owned or minority-owned businesses.~~
- ~~Minorities: To assure that small businesses that are women-owned or minority-owned are utilized when possible, the following affirmative action steps may be taken:~~
 - ◊ ~~Including qualified small businesses that are women-owned or minority-owned on bid lists (obtained from online government information sites and area minority organizations).~~
 - ◊ ~~Assuring that small businesses that are women-owned or minority-owned are solicited whenever they are potential sources.~~
 - ◊ ~~When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small businesses that are women-owned or minority-owned.~~
 - ◊ ~~Where the requirements permit, establishing delivery schedules, which will encourage participation by small businesses that are women-owned or minority-owned.~~
 - ◊ ~~Using the services and assistance of the Small Business Administration, statewide contract register, or the Office of Minority Business Enterprise of the Department of Commerce, and area minority organizations, as required.~~
 - ◊ ~~Pass-through to Subcontractors: a contractor shall take the above affirmative steps listed in awarding its subcontracts.~~
- General Terms and Conditions to Bid/Proposal Terms and Conditions (General Conditions): Where competitive purchasing is utilized, an invitation to bid or request for proposal shall be issued which shall include a purchase description and all contractual terms and conditions

applicable to the procurement. These terms and conditions would include but not be limited to: insurance requirements, indemnification clauses, local/state/federal compliance information, bond requirements, award of bid, rejection of bid, preparation of bid information, Public Entity Crimes form, Drug Free and Work Place Certification. This information is provided from the City's Attorney and may be modified depending upon the type of purchase or service (i.e. Terms & Conditions for Purchases or Quotes, General Conditions for Bids, General Conditions for Construction, and General Conditions for Professional Services).

- Insurance: Prior to Award, the City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

A. Certificate of Insurance

- The name of the insured, the name of the insurer, the policy number, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City of Fernandina Beach and a copy to Contractor/Vendor at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach, naming the City as a named additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the City of Fernandina Beach, Contractor/Vendor shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by any agreement does not constitute a waiver of Contractor/Vendor obligations to fulfill the requirements of this Section.

B. Workers' Compensation Insurance

Contractor/Vendor shall have in full force, during the life of any agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under any agreement, and in the event any work is subcontracted, Contractor/Vendor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor/Vendor.

Contractor/Vendor may provide in writing a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the State of Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under any agreement is not

protected under the Workers' Compensation statute, Contractor/Vendor shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

C. Liability Insurance

Contractor/Vendor shall have in full force, during the life of any agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Fernandina Beach from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under any agreement, whether such operations are by itself or by anyone directly or indirectly employed by them. The amount of such insurance shall be set by the City Attorney for the protection of the City.

- Evaluation Process:

For a Bid, the evaluation of responses may be performed by the Department Head Director with the assistance of the Purchasing Agent. The vendor whose bid demonstrates the best value and is the most responsive and responsible will be selected per Florida State Statute 287.057.

For a Request for Proposal, an ~~the~~ evaluation must be done by an evaluation committee. The objective of the evaluation committee is to recommend the vendor whose proposal is most responsive to the project needs within the requested criteria. The vendor must demonstrate their capability by successfully complying with all the requirements. The committee evaluates accepted proposals against the advertised evaluation criteria.

An evaluation sheet will be provided to the committee members with results being tabulated by the Purchasing Agent. The Purchasing Agent will communicate the results to the committee for final review and discussion.

During the process of evaluation and while meetings are in session, the committee and its members are subject to the Sunshine Laws. Outside of the meetings, members must maintain confidentiality and not communicate preliminary conclusions or results of what was proposed by the vendors. All business and workings of the committee are not to be discussed until the committee has completed its work and the City Manager and City Commission has approved the recommendation.

- Opening and Award Process: The Purchasing Agent and ~~Department Head from the requesting department~~ appropriate department staff will attend the bid or proposal opening. ~~If the opening is for a construction project, the City Project Manager shall also attend.~~ Responses must be received on or before the time advertised and will be date/time stamped by the City Clerk's Office. ~~Any late responses will be returned to the bidder.~~ Responses are opened and documented on a bid/proposal opening sheet. This opening sheet generally referred to as a "Bid Tally", will be ~~get~~ posted on the City website within ~~24 hours~~ two business days of the opening.

The Department ~~Head~~ Director and/or Project Manager will receive a “copy” of the responses. ~~and~~ The “original” will be kept ~~in the Finance Department~~ at the City Clerk’s Office to be scanned into the City’s electronic files and any bid bonds or cashier’s checks will be maintained in the vault at City Hall until a selection is made. ~~An~~ Additional copies of the responses will be kept in the Finance Department. The Finance Department will scan the responses into the bid files and project file. The Department ~~Head~~ Director and/or Project Manager will review the submittals, and if references are required, they will check them to make sure they meet the project requirements. If an evaluation by a committee is required, that process will take place at this time. Once the review is complete, the Department ~~Head~~ Director and/or Project Manager will make a recommendation to the City Manager.

If the project cost is over the threshold for the City Manager’s authority an agenda item will be prepared for submittal to the City Commission for approval. The City Commission will approve the award via Resolution, authorizing execution of any documents, upon review and approval of the City Attorney. At this time, the Department ~~Head~~ Director and/or Project Manager will work with the bidder, the City Manager and City Attorney to complete an agreement or contract for execution.

If the project cost is below the threshold for the City Manager’s authority, the City Manager can approve the award and authorize the contract/agreement to be developed for execution.

The Department ~~Head~~ Director and/or Project Manager will notify the Purchasing Agent as to which vendor is being recommended for the award of bid/proposal and what date the item will go before the City Commission for approval, if required. This allows the Purchasing Agent to communicate to the bidders who were not awarded the bid/proposal and return any bid bonds that may have been included with the submittal.

* See City Code Section 2-444 for bid protest procedures.

- Solicitation of offers, whether by competitive sealed bids or competitive negotiation shall:
 - Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of the procurement. The specific features of the named brand which must be met by bidders shall be clearly stated.
 - Clearly set forth all requirements which must be fulfilled and all other factors to be used in evaluating bids or proposals.
 - Sealed bids shall be publicly opened and read aloud at the time and place stated in the invitation to bid or request for proposal.

- Award will normally be made on the basis of the best value from the most responsive and responsible vendor; however, the Commission reserves the right to accept or reject any bid when there are sound documented business reasons in the best interest of the City or program. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Also, where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is the most responsive and responsible.
- All bids for annual purchases shall be reviewed annually and may be extended in yearly increments if mutually agreed upon by the City and vendor.

G. Request for Qualifications (RFQ):

Solicitation for Request of Qualifications pursuant to Florida Statutes, section 287.055, known as the Consultants Competitive Negotiation Act (CCNA) is for qualifications only and is evaluated based on prior established criteria for acquisitions of architectural, engineering, landscape architectural or registered land surveying and mapping services. The method of procuring professional services applies to a planning or study activity, and when projects where the basic cost of construction meet established limits under the CCNA Act. See Florida Statutes, section 287.055 for current limits. Those projects in need of architectural, engineering, landscape architectural or registered land surveying and mapping services that are less than the current Florida Statutes, section 287.055 but \$20,000 or more ~~than \$19,999~~ may be solicited using the Request for Proposal process. Those projects in need of architectural, engineering, landscape architectural or registered land surveying and mapping services that have an estimated cost less than \$20,000 may be solicited using quotes. The City's List of Qualified Engineers ~~Vendor Database~~ can be used as a source for relevant firms.

The use of a Request for Qualification (RFQ) occurs when the final selection is based on the firm's qualifications/experience and ability to best achieve the most desired outcome. The process to solicit an RFQ follows the same policies as an Invitation to Bid or Request for Proposal; however, price or cost of the firm's services is not included in the request or response. An award is based on criteria published in the RFQ and firms are ranked based upon their responses. Negotiations are made with the top ranked firm. If an agreement cannot be reached with this firm then the City may cease negotiations with said the firm and go to the second ranked firm, and so on until an agreement can be reached.

H. Design-Build Contracts

The City may desire to place an RFP for a design-build contract in which both the design and construction services are contracted by a single entity instead of bidding first for the design, then the construction, separately. All design-build contracts shall be in accordance with Florida State Statutes 287.055(9) and CCNA standards.

I. Vendor Insurance Requirements:

For all vendors (other than Bid/RFQ/RFP vendors whose insurance requirements outlined above in F.2.A through F.2.C) insurance requirements are as follows:

If required by the City, Contractor/Vendor shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured. It is understood and agreed that the coverage afforded by Contractor/Vendor commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Head Director and the City Attorney.

I. ~~Local Vendors:~~

~~In order to stimulate business and economic activity within the Fernandina Beach area and for convenience, purchases shall be made from local merchants whenever their quotations represent the best value than any others received, provided all qualifications and requirements are met. Consideration of procurement costs (travel expense, personnel time, shipping charges, etc.) may be taken into account in determining the best value and quality.~~

J. Government Contracts/Cooperative Purchasing:

The City Manager shall have the authority to join with other units of government in cooperative purchasing activities whenever such activities are in the best interest of the City, and if reasonable due diligence shows that a competitive price can be obtained from using such contracts.

- Government Contracts and Cooperative Contracts/Agreements - When available, the use of competitively bid government or cooperative contracts (i.e. GSA/Florida State/NJPA/WSCA/TCPN/FSA) is encouraged, unless a better value can be obtained elsewhere. Purchases of this type shall be exempt from the bid process. However, if the contract is in excess of the threshold of the City Manager's authority, the item will have to be approved by the City Commission at a public meeting. Purchase Orders must reflect the appropriate contract number and have the relative specific information relating to the contract attached which includes a copy of the contract document that reflects the contract number, expiration date and pricing. Additionally, in cases requiring Commission approval, the Resolution number is to be reflected on the purchase order.
- "Piggybacking" from other Government contracts – This type of purchase is allowed only when proof of competitive process has been obtained by another entity. Such proof will allow this type of purchase to be exempt from the bid process. Documentation reflecting proof of the competitive process such as the awarding entity's bid description including bid number, award of contract and bid tally must be attached to the purchase order. Written agreement from the Vendor extending the same terms, conditions and pricing to the City as was offered and agreed

to with the awarding entity must accompany the purchase order and related documents. Purchases of this type shall be exempt from the bid process. However, if the contract is in excess of the threshold of the City Manager's authority, the item will have to be approved by City Commission at a public meeting, in which case, the purchase order will also reflect the Resolution number showing Commission approval.

K. Bonds – Performance Bonds / Payment Bonds / Bid Bonds:

- If Bid is less than \$100,000, no Bid Bond or Payment and Performance Bond required;
- If Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required;
- If Bid is \$100,000 to \$200,000 and is for services, ~~a Bid Bond is required but no a~~ Payment and Performance Bond is required but no Bid Bond is required; and
- If Bid is greater than \$200,000 and is for services, both Bid Bond and Payment and Performance Bond are required.

Bid Bond: If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check, Letter of Credit or Bid Bond with each bid. A Certified Check, Irrevocable Letter of Credit or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds, Irrevocable Letters of Credit or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check, Irrevocable Letter of Credit or Bid Bond after the contract/agreement has been fully executed and a Performance and Payment Bond is received. Bid Bonds will be held by the Finance Department until they are returned. Certified Checks will be placed in the City Clerk's Office vault or deposited. In the event a check is deposited, the Purchasing Agent will submit a Request for Payment to release the funds to the vendor.

Performance and Payment Bonds: In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the City of Fernandina Beach and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to execute a contract or submit the required payment and performance bonds means ~~de-so~~; the Bidder will forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

Exceptions to the bidder providing Performance and Payment Bonds are as follows:

In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and

be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

Payment and Performance Bonds, Certified Checks, Money Orders, Cashier's Checks and letters of credit will be placed in the City Clerk's Office vault or deposited. In the event a check is deposited, the Project Manager or Department Head in charge of the project must submit a Request for Payment to release the funds to the vendor once the project is completed. It is also the responsibility of the Project Manager or Department Head to obtain the Payment and Performance Bond from the City Clerk's Office and return it to the vendor once all project requirements have been met.

~~L. Blanket Purchase Orders: Blanket Purchase Order's may be written for recurring purchases from the same vendor (ie. auto parts store), in an amount not to exceed \$999.99. Blanket Purchase Orders are usually written for a single month but may be valid for up to one (1) year, but in no case shall they extend beyond the end of the current fiscal year. Invoices for the particular blanket purchase order are to be kept together and paid at the same time — ideally at the end of the month, should the purchase order remain open.~~

- ~~• In cases where the purchase order does not close out at the end of a given month (ie. Annual bids), the sum of invoices being paid should be annotated on the green copy of the purchase order held by the department. An RFP is written to the vendor, reflecting the blanket purchase order number, and the RFP date and total (total could be multiple invoices) is then submitted to the Finance Department with the invoices and a copy of the green copy of the purchase order reflecting the various invoices being submitted for payment.~~
- ~~• In cases where the blanket purchase order has reached the 'not to exceed limit', the green copy of the purchase order and the invoices will be forwarded to the Finance Department for payment. On the face of the green copy of the purchase order, each RFP should be noted with the date and amount reflecting a tally of expenses against the total purchase order and the amount remaining, if any.~~

~~M. Receipt of Goods: All goods received by the City shall be acknowledged by a signature on the receiving slip or invoice noting that all goods listed have been received and are in good order and annotated as to date received.~~

~~L.N. Partial Pay:~~

~~Partial Payments are processed as invoices through Accounts Payable using an RFP the Munis system by applying each invoice to the Purchase Order by quick receipt. A copy of the green PO noting the amount and date applied against the outstanding encumbrance must accompany the RFP. Partial pay RFP's should include the words "PARTIAL PAY" and reference the PO number (include project number if appropriate). The final partial payment is processed a with the original green PO copy.~~

~~M.O. Capitalization, Depreciation, Transfer and Disposition of City Assets as defined by Policy (see separate Capitalization Policy):~~

The City has an established Policy for capitalizing city assets, depreciation, and transfer and disposition of items greater than \$1,000.

- **Capital Asset Defined:** A capital asset is a piece of property that meets all of the following requirements:

1. The asset is tangible and complete
2. The asset is used in the operation of the City's activities
3. The asset has a useful life greater than one year
4. The asset value meets or exceeds established thresholds

- **Asset Classes and Capitalization Thresholds - Based on Unit Cost**

Land	All
Buildings	\$5,000 General Fund; \$2,500 Enterprise Funds
Building Improvements	\$5,000 General Fund; \$2,500 Enterprise Funds
Machinery & Equipment	\$5,000 General Fund; \$2,500 Enterprise Funds
Infrastructure	\$5,000

- **Depreciation Policy for Fixed Assets** - The City employs the "straight line" method of depreciation over the estimated useful life of the asset. Partial year depreciation will be based on the number of months the asset was placed in service of the fiscal year.

Estimated Useful Lives:

Buildings	30 - 50 years
Building Improvements	Remaining useful life up to 50 years
Infrastructure	15 - 40 years
Vehicles	5 years
Computer Equipment	3 years
Software	3 years

- **Disposition or Transfer of Fixed Assets** - When assets are sold or disposed of, the Fixed Asset Listing will be relieved of the cost of the asset and the associated accumulated depreciation and the gain or loss on the sale or disposal of the asset will be recognized. Assets will be removed on an annual basis. The City frequently transfers assets among the various Departments/Funds. The transfer of the cost of the asset and associated accumulated depreciation at the time of the transfer will be recorded on an annual basis. Both dispositions and transfers require the completion of the City's *Dispositioned Property Record* form and must include Department ~~Head~~ Director and City Manager approvals.
- Inventory of items under the capitalization thresholds will be maintained by the Finance Department via an inventory tracking system with tag numbers for all capital items as well as items with a minimum value of \$1,000 and a life longer than one year.

- Guidance on Capitalization Policy: When any item is purchased exceeds \$1,000, a tag will be sent to the Department to place on the item purchased. The Department Director will have to sign the Asset – Non Capitalized Form as proof that the item has been tagged as City owned property and return the Form to the Finance Department.
- In Munis, use the 56400 object number for items over \$5,000 (\$2,500 for Enterprise Funds); 56401 for items greater than \$1,000 but less than \$5,000/\$2,500. Police and Fire should use the 56400 object number, regardless of cost, for any item that is permanently added to the Police/Fire vehicles.

N.P. Sale of Surplus or Unserviceable Property: When any property owned by the City has become worn out, obsolete, or of no longer use to the City, or in such a condition of disrepair as to make it useless, the disposition of such property will be arranged by the City Manager, or his designee.

Sale of surplus property must be made by competitive bid or other means consistent with public laws and good practices. The disposition of items with an asset tag must be documented by means of the Fixed Asset Disposition Form. The disposal of property with little or no value (such as junk, trash, scrap, by-products, etc.) is approved and arranged by the Department Head Director(s) and documented via picture and/or witness. Such junk items should be recycled where applicable. The determination of whether property is junk or surplus, with the exception of titled vehicles and equipment, should be made by the City Manager, or his designee, and should include an equation that includes employee time, transportation costs, and estimated auction value. Titled vehicles must be declared surplus by the City Commission.

In addition, the following criteria must be considered when determining the disposition of City property:

- Junk items are those items that have little or no value and should be recycled for throw-away.
- Surplus items are those items that have a reasonable value and must be sold by competitive bid, public auction or other means consistent with public laws and good practices.
- I.T. Department is responsible for all I.T. related equipment.
- Fleet Maintenance Division is responsible for Vehicles and related equipment.

~~Q. Original Invoices: Emailed invoices may be considered “original” providing they are accompanied with a printed copy of the email from the vendor (payee) containing an electronic signature from someone shown to be a representative of the organization. A sender’s email address incorporating the name of the organization is sufficient. This electronic transmittal constitutes being executed by someone of authority.~~

~~If an original invoice has been lost or cannot be located, paying using a copy is permitted when all three (3) of the conditions are met below:~~

- ~~The invoice is 30 or more days old~~

- ~~A note/explanation from the department head or Controller acknowledging that the invoice is being paid using a copy.~~
- ~~Accounts Payable searches for payment and finding none, annotates this on the face of the invoice copy.~~

~~Following these guidelines will help the City comply with the Florida's prompt payment requirements.~~

~~O.R.~~ Org/object Account Numbers: All Requisition/Purchase Orders and Munis invoices must reflect the budget appropriation number for each encumbrance as approved in the annual budget. All individual items over \$1,000 must be inventoried and included on the inventory and/or fixed asset list. These expenditures are appropriated for in the capital accounts (600's). Only items over \$1,000 will be allocated to the capital 600's accounts.

~~P.S.~~ Description of Purchase: A statement in descriptive form is required to be stated on the Requisition/Purchase Order or Munis invoice stating the purpose for which the material or service is to be used, i.e.: "repairs to traffic lights at 5th and Dade St., repairs to lift station #5." In case of requisitioning material or service for a specific piece of equipment, the identity of the equipment should be used.

~~Q.F.~~ Project numbers: Project numbers may be issued by the Finance Department for tracking expenditures for which detailed cost control is required and/or desired, generally long-term or construction projects. Project numbers are required for all Capital Projects (56200, 56300, etc). Departments will be notified of project number assigned and ~~When appropriate,~~ the Requisition/Purchase Order shall contain the project number.

~~R.U.~~ Contracts: **All contracts and/or agreements must be approved as to form by the City Attorney.** Contracts in an amount of \$20,000 or more, shall be submitted to the City Commission for approval, via a Resolution indicating approval and authorizing the City Manager's signature of the document.

~~S.V.~~ Travel: Authorization in writing for staff travel must be approved by the appropriate Department Head Director and by the City Manager prior to travel arrangements being made. Department Directors must obtain the City Manager's approval prior to making their own training/travel arrangements. All training related expenses are routed to the City Manager through the Munis workflow for approval following training. "Traveler" shall mean a public officer, employee, or person authorized by the City Manager as designee for the City who is called upon to perform official duties for the City of Fernandina Beach.

~~There shall be a uniform~~ The Travel Expense Statement which shall be used by all travelers for reimbursement of traveling expenses and shall be completed by each individual to reconcile travel expenses after travel is complete. No travel expense reimbursements shall be made unless the request is submitted with ~~on~~ the appropriate form and contains all signatures and supporting documentation as outlined in the Travel Expense Statement.

All requests for ~~advance~~ travel expenses shall be submitted to the Department Director (for staff) or the City Manager (for Directors) at least two (2) weeks in advance. ~~This request shall be made by an RFP with all related documentation justifying the advancement of funds.~~

Pursuant to Section 5 of the Vehicle Use Policy, mileage reimbursement may be provided to employees who drive their personal vehicle for training/travel outside of Nassau County only when a loaner or department assigned vehicle is not available for use. The rate for mileage reimbursement is determined by ~~the IRS~~ Florida State Statutes, and is amended from time to time.

Supporting documentation for:

Reimbursement of Employee using the Travel Expense Statement: Complete the travel expense statement as required. Include all expenses associated with the reason/purpose of the travel. Include ALL receipts and documentation relating to these expenses as well as the **written approval** from the Department Director or City Manager. For training, include an itinerary to support dates/times and meals provided. Non-reimbursed expenses (hotel, course tuition, registration, etc.) will be totaled on the “Advances” line/box of the Travel Expense Statement.

Non-reimbursed Employee travel/training expenses: Travel expenses paid by the City (advances) are entered into Munis, and must include all required documentation (Invoices or receipts and **written approval**). **Also indicate the specific expense and purpose in the description field in Munis.** For non-reimbursed training expenses, an itinerary is not necessary.

Non-employee travel expenses: Travel expenses for non-employees (trainers/instructors, etc.) are entered into Munis. Include all related documentation to support the charge. **Indicate the specific expense and purpose in the description field in Munis.**

Once the Travel Expense Statement is complete, and contains the appropriate signatures and supporting documentation, ~~it is then to be routed to the City Manager’s Office for the City Manager’s signature, along with an RFP payable to the traveler — then processed through Munis as an invoice for if any reimbursement is due. The reimbursement check will be processed in Finance and sent to the recipient though interoffice mail. If the traveler is required to reimburse the City of any expenses, a check or money order payable to the City shall accompany the Travel Expense Statement Report. The report should also indicate what org/object number(s) the deposit should be applied to. Upon approval by the City Manager, it will be forwarded to the Finance Department to process for payment. — if traveler is due a reimbursement~~

Any fraudulent claim of mileage or other travel expense shall be subject to criminal prosecution and/or disciplinary action, up to and including termination.

Appropriate expenses coded to the Training/Travel object number (54000) are those provided specifically related to training, travel or entertainment (including meals). Snacks, etc. provided for training or meetings should be coded to Operating Supplies (55200).

- TW. Review by City Clerk: Prior to mailing payments to vendors, for any services or goods purchased by the City, the City Clerk's Office performs an audit, in accordance with the above policies and procedures to ensure compliance and will notify the City Commission, City Manager, and City ~~Controller~~ Comptroller quarterly of non-compliance.
- UX. CDBG Procurement Policy: Procurement activities related to the CDBG grant must be made in accordance with the 24 CFR PART 85 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, attached hereto as Exhibit "A".

4.0 ~~Basic~~ Forms

PETTY CASH RECORD AND RECONCILIATION

DEPARTMENT:

DATE	ACCOUNT #	PAID TO	FOR	TOTAL EXPENSE	CASH ON HAND
Review Date:		By:	PETTY CASH DISBURSED		
Reimbursement Date: _____		Amount: _____	CASH ON HAND:		
			SUB-TOTAL :		
By: _____		Check #: _____	AMOUNT AUTHORIZED:		
Supervisor Approval:			OVERAGE/ SHORTAGE:		
Audited/Reconciled By:			REIMBURSABLE:		

City Clerk/Forms/Petty Cash

Updated 4/26/03

CITY OF FERNANDINA BEACH

ASSET - NonCapitalized FORM

DEPARTMENT: _____ DEPT #: _____
PO #: _____ CONDITION: _____
PURCHASED FROM: _____
COST: _____ DATE ACQUIRED: _____
QUANTITY: _____ MANUFACTURER: _____
MODEL #: _____ SERIAL #: _____
DESCRIPTION: _____
LOCATION: _____

Please select the Asset Type that best describes your asset. If it does not fall under one of these categories, please select Other and fill in the blank line.

☐	Appliances	☐	Improvements other than Building
☐	Buildings	☐	Security Equipment
☐	Communications Equipment	☐	Signage
☐	Computer Equipment	☐	Tools
☐	Electrical Equipment	☐	Vehicles
☐	Equipment/ Light Duty	☐	Wastewater Equipment
☐	Equipment/ Heavy Duty	☐	Water Equipment
☐	Furniture		
☐	Machinery		
☐	Office Equipment		
☐	Other _____		

CITY OF FERNANDINA BEACH

ASSET - NonCapitalized INVENTORY RECORD

PROPERTY TAG #: _____
Date Sent: _____
Sent To: _____

Date attached: _____ Attached by: _____

Returned to Finance:

Date: _____

Entered on Inventory Listing

Name

Date

CITY OF FERNANDINA BEACH
BID/ PROPOSAL/QUALIFICATION ISSUANCE REQUEST

Please complete the following request form, obtain signatures of approval, and forward it with a complete copy of your specifications to the City Manager's office for processing. Missing information may delay the processing of your request.

Department: _____ Date: _____

Type (check one) Bid _____ RFP _____ RFQ _____ Vendor Category # (required): _____

Title: _____

Scope of work attached? Y__ N__

Account Number to charge advertisement to: _____

Person(s) Attending Bid Opening: _____

Is Pre-Bid Meeting Mandatory? Yes__ No__

Is this a construction project? Yes__ No__ (If yes, refer to Florida Statute 255.0525)

If yes, approximate or budget amount: \$ _____

Performance Bond: Required and included in specs? Y__ N__

Warranty: Required and included in specs? Y__ N__

Permitting: Required and included in specs? Y__ N__

Are the Required Exhibits Attached (Exhibit A – H)? Y__ N__

Is this a request for consulting services? Yes__ No__ (If yes, refer to Florida Statute 287.055)

If yes, this must be a Request for Qualifications (RFQ)

ADDITIONAL VENDORS? YES__ NO__ (If yes, attach list)

Department Director Signature _____

Date _____

Comptroller Approval Signature _____

Date _____

↓
Project Number (if applicable) _____

City Attorney Approval Signature _____

Date _____

Grants Administrator (if applicable) _____

Date _____

City Manager Approval Signature _____

Date _____

↓
Project Manager Name _____

Project Manager Signature _____

Date _____

Received by Finance for Processing _____ Date _____

Number (assigned by Finance office): _____

Publication Date: _____

Pre-Bid Meeting Date: _____ N/A _____

Posted City Website Date: _____

Opening Date: _____

Posted Onvia Demandstar Date: _____

City Commission Agenda Date: _____

Resolution #: _____

CITY OF FERNANDINA BEACH BID OPENING TALLY
ITB #

Bid Name:
Attended by:

The companies listed below rsponded to the Invitation to Bid

DATE/ TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT	EXHIBITS A- H	ADDENDUM	BID BOND

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Contractor/Vendor should not assume award until after final/review/recommendation for award



City of Fernandina Beach

VISA Credit Card Employee Agreement

I have read, understand and agree to abide by the procedures for the use of employee credit cards. I acknowledge that the use of this card is for the purchase of goods and services for official business of the City of Fernandina Beach. Any charges considered as personal, non-official business, will be immediately reimbursable to the City and will be grounds for disciplinary action.

I agree to surrender the credit card upon resignation, retirement, termination, or upon request of an authorized representative of the City of Fernandina Beach. I understand that use of the credit card after privileges are withdrawn is prohibited.

If the card is lost or stolen, I will immediately notify the Controller or Accounting Supervisor in the Finance Department. Telephone Number (904) 310-3328.

Credit Card receipts for purchases must be submitted to the Finance Department within five business days of purchase, or return to work from travel, along with the appropriate RFP or purchase order. Failure to meet this deadline may result in the revocation of the VISA Card at the discretion of the City Manager and Controller.

You may authorize others to use your card by putting the authorization in writing and having it notarized. Such authorizations will have a one year limit and are to be kept by the authorizing Department. See sample authorization letter attached (from Finance).

Card Number: _____

Authorized
Credit Limit: _____

Name: _____

Signature: _____

Date: _____



City of Fernandina Beach

VISA Credit Card Use Authorization

Date: _____ Expires one year from date

I, _____ (name), _____ (position) of the City of Fernandina Beach, hereby authorize the employee named below the use of my City of Fernandina Beach credit card (number referenced below).

Card Number: _____

Employee: _____
Name PRINTED Signature

Cardholder: _____
Name PRINTED Signature

NOT VALID UNLESS NOTARIZED

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification.

_____, Notary Public
Signature of Notary Public

Name of Notary typed, printed or stamped

Extension of Bid Based on Mutual Agreement

Whereas, this bid for _____(vendor item) was entered into between the City of Fernandina Beach and _____(vendor name)for the period of _____(date of original agreement); and

Whereas, this bid award was approved by the City Commission of the City of Fernandina Beach on _____(date of approval and resolution number);and

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

Whereas, the bid specifications provided for the length of _____(insert language from bid regarding extension), based on the mutual consent of the parties; and

Whereas, the parties to this bid award desire to extend the existing agreement, all terms and conditions as previously provided, for one (1) additional year making this the first year of renewal.

Now, therefore, the parties agree as follows:

1. That this agreement for _____(vendor item)with _____(vendor name) is hereby extended for one (1) additional year.

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

3. That the new expiration date for this contract is_____.

4. That the original bid forms are attached hereto as Exhibit A.

CITY OF FERNANDINA BEACH

VENDOR

By: DALE MARTIN_____
Title: CITY MANAGER_____
Date: _____

By: _____
Title: _____
Date: _____

ATTEST:

VENDOR WITNESS:

CAROLINE BEST
CITY CLERK
Date: _____

Name Date

APPROVED AS TO FORM:

TAMMI E. BACH
CITY ATTORNEY
Date: _____

APPROVED AS TO FUNDING AVAILABILITY:

PATTI CLIFFORD
CITY COMPTROLLER
Date: _____

CITY OF FERNANDINA BEACH
FIXED ASSET/ DISPOSAL/TRANSFER FORM

DEPARTMENT FROM:	_____	DEPT # FROM:	_____
DEPARTMENT TO:	_____	DEPT # TO:	_____
DISPOSAL DATE:	_____		_____
VALUE:	_____	DATE ACQUIRED:	_____
QUANTITY:	_____	MANUFACTURER:	_____
MODEL #:	_____	SERIAL #:	_____
DESCRIPTION:	_____		
LOCATION:	_____		

Please select the Asset Type that best describes your asset. If it does not fall under one of these categories, please select Other and fill in the blank line.

☐	Appliances	☐	Improvements other than Building
☐	Buildings	☐	Security Equipment
☐	Communications Equipment	☐	Signage
☐	Computer Equipment	☐	Tools
☐	Electrical Equipment	☐	Vehicles
☐	Equipment/ Light Duty	☐	Wastewater Equipment
☐	Equipment/ Heavy Duty	☐	Water Equipment
☐	Furniture		
☐	Machinery		
☐	Office Equipment		
☐	Other _____		

CITY OF FERNANDINA BEACH
FIXED ASSET/ DISPOSAL/TRANSFER FORM

DEPARTMENT FROM:	_____	DEPT # FROM:	_____
DEPARTMENT TO:	_____	DEPT # TO:	_____
DISPOSAL DATE:	_____		_____
VALUE:	_____	DATE ACQUIRED:	_____
QUANTITY:	_____	MANUFACTURER:	_____
MODEL #:	_____	SERIAL #:	_____
DESCRIPTION:	_____		
LOCATION:	_____		

Please select the Asset Type that best describes your asset. If it does not fall under one of these categories, please select Other and fill in the blank line.

☐	Appliances	☐	Improvements other than Building
☐	Buildings	☐	Security Equipment
☐	Communications Equipment	☐	Signage
☐	Computer Equipment	☐	Tools
☐	Electrical Equipment	☐	Vehicles
☐	Equipment/ Light Duty	☐	Wastewater Equipment
☐	Equipment/ Heavy Duty	☐	Water Equipment
☐	Furniture		
☐	Machinery		
☐	Office Equipment		
☐	Other _____		

ITB
ATTENDED BY:

[illegible]

S-A-M-P-L-E INVITATION TO BID

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for _____.

The City will receive sealed bids at the location stated below not later than _____.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2017-2018 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS OF INVITATION TO BID FOR OTHER IMPORTANT INFORMATION REGARDING THE ITB AND BID PROCESS AND EXHIBITS.

The original bid submittal (**1 original, 3 copies, and 1 electronic copy, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #**____ and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB#** ____
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified Bid Form (**1 original, 3 copies, and 1 electronic copy, cd or thumb drive**), hereto attached as "**Attachment A**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "**Contact Sheet**", herein provided as "**Exhibit A**", "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Conflict of Interest**", herein provided as "**Exhibit E**", "**Non-Collusion Affidavit**", herein provided as, "**Exhibit F**", "**Dispute Disclosure Form**", herein provided as "**Exhibit G**" and "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit H**".

S-A-M-P-L-E INVITATION TO BID

SCOPE OF SERVICES

To be filled out by Project Manager of Department Director.

QUALIFICATIONS

Bidders must submit with the Bid Proposal evidence of capabilities to complete the _____. This will include a reference list of similar projects (scope and size) successfully completed in the past, a reference list, and equipment list, a list of subcontractors, and other information requested by the City of Fernandina Beach. Failure to submit qualification information with the Bid Proposal may result in rejection of a Bid. Successful Bidder is required to have a Business License in the city where their home office is located and a Florida Contractors' License in the State of Florida, according to Ch. 489 Florida Statutes. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

BID PACKAGE

Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids and Onvia DemandStar at www.demandstar.com. Any questions regarding the bid package can be directed to Wanda Weeks, Purchasing Agent at wweeks@fbfl.org or (904) 310-3331.

CONTACT

Bidder questions during the bid period shall be submitted in writing to Wanda Weeks, wweeks@fbfl.org. Phone inquiries can be directed to (904) 310-3331.

Firms are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and Onvia DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the bid.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have an affirmative action program.

**City of Fernandina Beach
Sole Source / Modified Sole Source
Emergency Procurement**

Department: _____
Director: _____
Date: _____

Effective Date: _____

Estimated Cost: _____

Account Coding _____
Account No.: _____
Account Title: _____

Proposed Vendor Name: _____ Address: _____ Phone No.: _____ email: _____
--

City Manager Approval _____ as per Code Sections 2-432 & 2-433	Date _____
---	------------

Is the Item Budgeted? Y N

Briefly describe the purchase or service:

Is there an urgent need or an emergency preventing competitive methods?
If yes, please explain:

Is there only one product or service that can meet the specific needs or must the product or service be provided by this particular source?
If yes, please explain:

Has department ever purchased these same goods or services from this vendor?
If yes, what purchasing procedures were followed?

If for services, was an effort made to use existing City employees to perform services?
If not, why not?

JUSTIFICATION

Please explain why the City should acquire the goods or services through a non-competitive request rather than through the competitive process as outlined in the City's purchasing policies and procedures.

**CITY OF FERNANDINA BEACH
TERMS AND CONDITIONS**

1. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No modification or waiver of terms of the agreement shall be binding unless in writing, signed by the City Manager and confirmed by a representative of the Contractor/Vendor/Seller. This agreement shall be interpreted in accordance with the laws of the State of Florida.
2. **DELIVERIES** - In the event of failure to deliver material of the quality or within the time specified, City may cancel the order and buy elsewhere. Failure of City to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
3. **INSPECTIONS** - Materials shall be received subject to City's right to inspect and test all materials at destination before acceptance. Contractor/Vendor/Seller shall pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.
4. **ACCEPTANCE** - Payment for the goods or services covered by this order shall not constitute acceptance thereof. Shipment of any part of this order or start of work, if providing services, without written acceptance constitutes Contractor/Vendor/Seller's acceptance of this order and its condition.
5. **CONTINGENCIES** - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted shall be made on notice thereof to the Contractor/Vendor/Seller, upon cessation of such contingency, even though such might have been operative at the date of this order.
6. **GOVERNMENT REGULATIONS** - Contractor/Vendor/Seller warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and shall indemnify and save City harmless from and against any liability or loss resulting from Contractor/Vendor/Seller's failure to do so.
7. **TAXES** - The City is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges, do not pay tax as the county or city will not reimburse you for the taxes paid. The City also is exempt from State Sales Tax.
8. **WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, Contractor/Vendor/Seller expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by City and shall be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. City's failure to give notice to Contractor/Vendor/Seller of any breach or warranty shall not discharge Contractor/Vendor/Seller of any breach of warranty and shall not discharge Contractor/Vendor/Seller's liability therefor. Without limiting the generality of any of the foregoing, Contractor/Vendor/Seller agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by City.
9. **PATENTS** - Contractor/Vendor/Seller shall protect and indemnify City against all claims, judgments and expenses arising from infringement or alleged infringement of any third party's patent, copyright or other intellectual property rights by any of the goods delivered hereunder. Contractor/Vendor/Seller shall defend or settle at its own expense any proceeding brought against City for such infringements provided Contractor/Vendor/Seller is notified promptly of the commencement of such proceedings and is given authority, information and assistance by the City for the defense or settlement thereof.
10. **INSTALLATION** - If this order required the services of experts or employees on City's premises, such experts or employees shall not thereby be deemed to be the agents or employees of City. Such parties shall be subject to City's safety rules and fire regulations. Contractor/Vendor/Seller assumes full responsibility for their acts and omissions and agrees to save Buyer harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor/Vendor/Seller will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personality for a lump sum amount. Contractor/Vendor/Seller agrees to furnish an analysis thereof as Buyer may reasonably require for accounting purposes. Contractor/Vendor/Seller agrees to furnish an analysis thereof as City may reasonably require for accounting purposes. Contractor/Vendor/Seller shall be solely responsible for materials furnished by Buyer on other than a charge basis in connection with this order.
11. **NON-DISCLOSURE** - Without prior written consent of the City in each instance, Contractor/Vendor/Seller shall not reveal to a third party the details, characteristics or any information on materials made to the special order of City or use reproductions thereof in any promotional media or reveal that City is purchasing the materials ordered hereunder.
12. **ASSIGNMENT** - Contractor/Vendor/Seller shall not assign this order or any part thereof without written consent of the City. Such consent will not relieve Contractor/Vendor/Seller from its obligations and liabilities hereunder.
13. **CHANGES** - City reserves right to change specifications and delivery dates. Any resultant contract differences shall be equitably adjusted in writing.
14. **OCCUPATION SAFETY AND HEALTH ACT** - Contractor/Vendor/Seller certifies that all material, equipment, etc. supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Contractor/Vendor/Seller further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements shall be borne by the Contractor/Vendor/Seller.
15. **INDEMNIFICATION** - The parties recognize that Contractor/Vendor/Seller is an independent contractor. Contractor/Vendor/Seller 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 Contractor/Vendor/Seller, its officers, employees, subcontractors, agents, and representatives. Contractor/Vendor/Seller'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 Contractor/Vendor/Seller against the City and Contractor/Vendor/Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained by Contractor/Vendor/Seller. In addition, Contractor/Vendor/Seller agrees to assume liability for and indemnify, hold harmless and defend the City, its mayor, commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of Contractor/Vendor/Seller's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with Contractor/Vendor/Seller's licensing of any software, hardware, uploads or downloads delivered to the City pursuant to this Purchase Order and/or arising out of the negligent or deliberate act or omission of Contractor/Vendor/Seller, its officers, employees, volunteers, representatives or agents. 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.
16. **INSURANCE** - **INSURANCE** - If required by the City, Contractor/Vendor shall procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the City, with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the City naming the City as an additional insured and the supporting Endorsement page included. It is understood and agreed that the coverage afforded by Contractor/Vendor commercial general liability insurance also applies to City as an additional insured. Such policy shall provide that cancellation or changes to such insurance shall not occur without at least thirty (30) days prior written notice to the City. This requirement for proof of insurance may be modified only through approval of the applicable Department Director and the City Attorney.
17. **PURCHASE ORDER NUMBER** - Purchase Order Number must appear on all packages, packing slips, invoices and all correspondence relating to the Order. City will not be responsible for goods delivered without Purchase Order Number.
18. **INVOICING** - Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), total, and SHIP TO ADDRESS.
19. **PRICES** - Prices are F.O.B. destination unless otherwise specified and agreed to by the City.
20. **PAYMENT** - Payment due hereunder shall be made by the CITY to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.
21. **DISCOUNTS** - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for City to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.
22. **ACCEPTANCE** - **ENTIRE AGREEMENT** - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. City and the Contractor/Vendor/Seller shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor/Vendor/Seller's quotation, acknowledgment in force, or any other communication from Contractor/Vendor/Seller to City unless such provision is expressly agreed to and confirmed in writing.
23. **VARIATION IN QUANTITY** - City assumes no liability for material produced, processed or shipped in excess of the amount specified herein.
24. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not effect the validity of the remaining portion thereof.
25. **CAPTIONS** - Captions have been provided for the benefit of the parties, and for reference only, and are not deemed to be a part of the agreement created.
26. **MATERIAL SAFETY DATA** - In accordance with Florida Statutes, Chapter 442, it is the Contractor/Vendor/Seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.
27. **PERMITS** - Contractor/Vendor/Seller is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.



City of Fernandina Beach

VENDOR APPLICATION FINANCE DEPARTMENT

204 ASH STREET
FERNANDINA BEACH, FL 32034
Office : (904) 310-3325
Fax: (904) 310-3457
www.FBFL.us

DATE: _____ NEW VENDOR [] UPDATED INFORMATION []

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

REMIT ADDRESS (if different): _____

PRIMARY CONTACT: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

WEBSITE: _____

IS YOUR BUSINESS:

INCORPORATED?

☐☐

IF SO, FEI #: _____

REGISTERED WITH THE STATE OF FLORIDA?

☐☐

ARE YOUR SERVICES PROVIDED ON CITY PROPERTY?

☐☐

CURRENT CERTIFICATE OF INSURANCE ATTACHED?

☐☐

DO YOU ACCEPT CREDIT CARDS?

☐☐

COMMODITY CODES (000-000)

Commodity Code List available at
www.FBFL.us Bid & Purchasing link

(required to be added to Vendor List)
(use 000 for last 3 digits for entire category)

GENERAL INFORMATION

Persons or businesses interested in being added to the City of Fernandina Beach Vendor/Database list must fill out a Vendor Packet and send it to the Finance Department. The packet includes Vendor Application, a W-9, and when required a Certificate of Insurance*, and a Commodity Code List to assist vendors in identifying codes that represent their product or service. All documents are available on our website at www.FBFL.us under the Bids Posting link. All sections of the application must be completed. (Your application will not be added to our vendor database without commodity codes.)

The application is provided as a courtesy only and does not legally entitle a vendor to any particular solicitation, therefore vendors are encouraged to visit our site for legal notices of Invitation To Bid (ITB), Request for Proposal (RFP) and Request for Qualifications (RFQ). The city will not check addresses or telephone numbers for accuracy if mail is returned by the post office. It is the vendor's responsibility to inform the city of any changes. This includes change of name, address or telephone number, changes in personnel listed on this application, and any addition or deletion of commodity codes provided by the vendor.

Thank you for your interest in the City of Fernandina Beach.

*Current Certificate of Insurance is required if services provided are performed on City property.

FOR OFFICE USE ONLY

Added to VDB _____ Added to IMS _____ W9 _____ Print 1099 _____ GL _____ WC _____

VENDOR QUOTE SHEET

DEPARTMENT _____

DATE _____

Description of Item to be purchased: _____

QUOTE RECEIVED BY: _____

VENDOR	VENDOR ADDRESS	CONTACT PERSON	PRICE QUOTE
RECOMMENDED PURCHASE FROM:			Price:

CITY OF FERNANDINA BEACH
Travel Expense Statement

NAME OF TRAVELER: _____ PERSONS ACCOMPANYING TRAVELER: _____
DEPARTMENT: _____ DATES/HOURS OF TRAVEL: FROM: _____ TO: _____
REASON FOR TRAVEL: _____ MODE OF TRANSPORTATION: _____

TYPE OF EXPENSE	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	GRAND	
(ATTACH RECEIPTS)	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	TOTAL	COMMENTS
REGISTRATION								-	
AIRFARE								-	
TRANSPORTATION - RENTAL/GAS								-	
LODGING								-	
MEALS:								-	
BREAKFAST(6 AM TO 8 AM)								-	
LUNCH (12 PM TO 2 PM)								-	
DINNER (6 PM TO 8 PM)								-	
INCIDENTAL EXPENSE								-	
PARKING								-	
UBER/TAXI								-	
TOLLS								-	
MISC TIPS - UBER/TAXI/BAGGAGE/ETC								-	
OTHER								-	
PERSONAL AUTO MILEAGE								-	
TOTAL MILES	0	0	0	0	0	0	0	-	
@ \$.535/MILE	-	-	-	-	-	-	-	-	
TOTAL EXPENSES	-	-	-	-	-	-	-	-	
						TOTAL EXPENSES:		\$	-

DATE APPROVED: _____ SUPERVISOR'S AUTHORIZATION: _____	EXPENSES PAID BY CITY: REIMBURSEMENT DUE TO TRAVELER: \$ -
---	---

I HEREBY CERTIFY OR AFFIRM THAT THIS TRAVEL CLAIM IS TRUE AND CORRECT IN EVERY MATERIAL MATTER: THAT EXPENSES WERE ACTUALLY INCURRED BY THE UNDERSIGNED AS NECESSARY TRAVEL EXPENSES IN THE PERFORMANCE OF MY OFFICIAL DUTIES; AND THAT THE SAME CONFORMS IN EVERY RESPECT WITH THE REQUIREMENTS OF THE TRAVEL REGULATIONS AND ORDINANCES OF THE CITY OF FERNANDINA BEACH, FLORIDA.

DATE: _____ **SIGNATURE:** _____

Traveler shall mean a public officer, employee or person authorized by City Manager as designee for the City who is called upon to perform official duties for the City of Fernandina Beach.

MILEAGE: If travel is by private motor vehicle, reimbursement is authorized at the rate of .535 cents per mile. When possible, mileage shall be based upon the current Mapquest or Google Map driving directions. Vicinity mileage necessary for the conduct of official business may also be reimbursed, when separately stated. If the total mileage from point of origin to point of destination exceeds four hundred miles, the mileage reimbursement shall be limited to the lesser of (1) .535 cents per mile, or (2) the common carrier air coach fare to the nearest airport plus .535 cents per mile from the airport to the point of destination. If travel is by City vehicle, Traveler shall be reimbursed for out-of-pocket expense for gas and oil and shall be entitled to .535 cents per mile reimbursement. Traveler's reimbursement request for out-of-pocket expense shall be accompanied by the Traveler's copy of the ticket, or an actual receipt. Traveler must attach an e-mail from the Fleet and Facilities Dept stating that a loaner vehicle is not available. All travel must be by a usually traveled route. In case a person travels by an indirect route for his own convenience, any extra costs shall be borne by the Traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route.

COMMON CARRIER: All travel by common carrier shall be reimbursed only at the coach fare, except that the first class rate is authorized. If the coach fare is not available, the Traveler may be reimbursed for first class, if certified in writing by the common carrier. A reimbursement request for common carrier fare shall be accompanied by the Travelers copy of the ticket, or an actual receipt.

INCIDENTAL TRANSPORTATION EXPENSES: The following expenses incidental to transportation of the Traveler may be reimbursed as follows:

1. Uber/Taxi Fare
2. Ferry fares and bridge, road and tunnel tolls. (RECEIPTS REQUIRED)
3. Storage and parking fees. (RECEIPTS REQUIRED)
4. Communication expenses. (EXPLANATIONS REQUIRED FOR ALL EXPENSES)
5. Reasonable tips for transportation of baggage, not to exceed \$1.00 per bag, not to exceed \$2.00 per transfer.

LODGING: Reimbursement is authorized for lodging expense whenever the Traveler is reasonably required to be away from the location of his or her residence overnight.
Reimbursement requests for lodging expenses shall be accompanied by actual receipts Lodging shall be reimbursed at the reasonable, actual and necessary expense thereof.
A Traveler shall select lodging which is the most economically available with the duties being performed.

MEALS: Reimbursement is authorized for meals for all Travelers while in a travel status at the following fixed per diem rates, but only when travel begins and extends beyond the time specified:

- | | | |
|----|------------|---|
| 1. | Breakfast: | \$6.00, when travel begins before 6:00 AM and extends beyond 8:00 AM. |
| 2. | Lunch: | \$11.00, when travel begins before 12:00 PM and extends beyond 2:00 PM. |
| 3. | Dinner: | \$19.00, when travel begins before 6:00 PM and extends beyond 8:00 PM. |

Total reimbursement for meals shall not exceed \$36.00 per diem. No allowance shall be made for meals when travel is confined to the county of the official headquarters or immediate vicinity of the Travelers employment within the City of Fernandina Beach. Any meals or lodging included in convention registration fees shall not be reimbursed to the Traveler if such registration fees are paid by the City of Fernandina Beach.

Hour of departure and hour of return shall be shown on all travel expense statements. If travel is complimentary, the abbreviation, "comp" in the "Personal Auto Mileage" column; no mileage is allowed. If travel is by city owned vehicle, no mileage is allowed; however, Traveler should insert out-of-pocket expenses in the "Personal Auto Mileage" column with explanation given.

REQUEST FOR REIMBURSEMENT: The Director of Finance shall establish a uniform travel expense reimbursement form which shall be used by all Travelers when requesting reimbursement of traveling expenses. No travel expense reimbursement shall be reimbursed unless it is requested on the established form. Travel expense reimbursements shall be approved prior to payment by the appropriate approving authority for the City.

FRAUDULENT CLAIMS: ANY FRAUDULENT CLAIM OF MILEAGE OR OTHER TRAVEL EXPENSE SHALL BE SUBJECT TO PROSECUTION AND DISMISSAL.

A copy of the program or agenda of the convention or conference, itemizing registration fees, meals or lodging included in the registration fee, shall be attached to, and filed with, the copy of the travel reimbursement form.

REVISED 05/22/18

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2018-30
City Commission Fiscal Year 2018/2019 Goals

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2018-30

SYNOPSIS: The City Commission conducted its annual visioning session on January 24, 2018, at the Fernandina Beach Golf Course. The session, moderated by City Manager Dale L. Martin, discussed priority projects identified by City Commissioners.

On April 24, 2018, the City Commission reviewed and revised the proposed goals.

The attached Resolution formally adopts the Fiscal Year 2018/2019 goals.

FISCAL IMPACT: The funding for the adopted goals will be incorporated into the Fiscal Year 2018/2019 budget. Funding for some projects associated with adopted goals may be available in the current Fiscal Year 2017/2018 budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2018-30.

Dale Martin, City Manager	05/22/2018
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Patti Clifford, Comptroller	05/22/2018
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Tammi E. Bach, City Attorney	05/22/2018
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Date: May 08, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FERNANDINA BEACH, FLORIDA, ADOPTING THE CITY
COMMISSION'S FISCAL YEAR 2018/2019 GOALS; PROVIDING
FOR AN EFFECTIVE DATE

WHEREAS, the City Commission annually meets to discuss and develop goals for the coming year; and

WHEREAS, the City Commission, joined by staff and members of the public, met on January 24, 2018, to consider such goals; and

WHEREAS, after deliberation, the City Commission prioritized a series of goals for Fiscal Year 2018/2019, with a summary of those goals attached as Exhibit "A"; and

WHEREAS, the City Commission reviewed and reconfirmed those goals at a Workshop Meeting of the City Commission on April 24, 2018.

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 Goals (and related measurements), Opportunities, and Considerations described in Exhibit "A."

SECTION 2. The City Commission offers its direction and support to City staff to pursue and complete the Goals as indicated.

SECTION 3. The City Commission retains the ability, by subsequent Resolution, to amend or otherwise revise or add to the existing Goals in the interests of the health, safety, and welfare of the City of Fernandina Beach.

SECTION 4. This Resolution shall be effective immediately upon adoption.

ADOPTED this 5th day of June, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Commissioner – Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

**City Commission Goals
(Proposed: Apr 24, 2018)**

Goal

Deadline

1. Develop River Waterfront

Aug 31, 2018

Objectives

Who Status

- | | |
|---|-------------|
| a. Complete railroad engineering study | CM |
| b. Complete central seawall study (boat ramp to Brett's Restaurant) | CM |
| c. Obtain USACE permit for southern attenuator repairs | CM |
| d. Complete fuel dock repairs | Marina |
| e. Award design-build contract for southern attenuator repairs | CC |
| f. Submit Sec. 408 application to USACE for northern attenuator and northern expansion. | CM |
| g. Obtain appraisal of Parcel ID# 00-00-31-1760-0001-0020 | CM |
| h. Solicit concepts for redevelopment of 101 N. Front Street | Main Street |
| i. Determine course of action (and necessary funding) related to Brett's Restaurant structure | CM |
| j. Repair Marina office and determine appropriate use | Marina |
| k. Discuss future redevelopment/use of Atlantic Seafood structure/site | CC |
| l. Complete boat ramp and southern seawall study (boat ramp to Parking Lot D) | CM |
| m. Complete northern seawall study (Brett's Restaurant to 101 N. Front Street) | CM |
| n. Develop stormwater plan for Front Street (Parking Lot D to Alachua Street) | Storm |

Dec 31, 2018

- | | |
|---|-------------|
| o. Southern attenuator repaired | CM |
| p. Determine redevelopment use of 101 N. Front Street | CC |
| q. Complete traffic circulation study (Alachua, Centre, Ash, and Front Street area) | CC |
| r. Determine whether to purchase Parcel ID# 00-00-31-1760-0001-0020 | CC |
| s. Implement action plan related to Atlantic Seafood structure/site | CC |
| t. Develop plan and identify funding for southern seawall | CC |
| u. Complete Marina office repairs | Marina |
| v. Determine redevelopment of (and necessary funding for) Parking Lot B | CC |
| w. Develop plan and identify necessary funding for pedestrian path (Ash to Centre) | Main Street |
| x. Determine whether to proceed with Marina southern basin realignment (and identify funding) | CC |
| y. Determine whether to proceed with Marina northern expansion (and identify funding) | CC |

Apr 30, 2019

- | | |
|---|----|
| aa. Determine course of action (and necessary funding) related to Alachua Street crossing | CC |
| bb. Determine course of action (and necessary funding) related to northern seawall | CC |
| cc. Determine course of action (and necessary funding) related to Parking Lot B | CC |
| dd. Design Parking Lot A | CC |

**City Commission Goals
(Proposed: Apr 24, 2018)**

<u>Goal</u>			<u>Deadline</u>
2. Conserve Natural Resources			Aug 31, 2018
<u>Objectives</u>	<u>Who</u>	<u>Status</u>	
a. Adopt Conservation Land Trust Fund	CA		
b. Hire Arborist	CM		
c. Identify and prioritize properties to purchase/conserv (and necessary funding)	CC		
3. Review Fire Department Services			Oct 31, 2018
<u>Objectives</u>	<u>Who</u>	<u>Status</u>	
a. Complete Fire Department Master Plan	Fire		
b. Present public safety facilities recommendation (and necessary funding)	CM		
4. Examine Beach Operations			May 25, 2018
<u>Objectives</u>	<u>Who</u>	<u>Status</u>	
a. Develop Beach Ranger program	Police		
b. Appoint Beach Committee (for purpose of beach parking and beach trash studies)	CM		
			Aug 31, 2018
c. Present inventory of beach parking	CM		
			Oct 31, 2018
d. Determine whether (and where) to implement paid beach parking	CM		
e. Develop plan (and necessary funding) for managing beach trash	CM		

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2018-79
City Manager Direction - Marina

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: The City Commission should consider directing the City Manager to proceed with repairs to the northern attenuator (fueling and pump-out operations) without review and approval from the U.S. Army Corps of Engineers for such repairs.

SYNOPSIS: The City Commission goals include an application for Sec. 408 consideration for the Marina's northern attenuator which houses the City's fueling and pump-out operations. While the City has completed minor repairs to the northern attenuator, U.S. Army Corps of Engineers (USACE) staff contends that a permit should have been sought for those repairs. The City Commission indicated that the City should submit a permit application "after the fact" to satisfy the USACE concerns.

Previous discussion was that said application would be submitted following the anticipated review and approval by the USACE for the southern attenuator permit. The southern attenuator permit has not been approved; therefore, the Sec. 408 request for the northern attenuator has not been submitted.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S):

Dale Martin, City Manager 05/29/2018

Tammi E. Bach, City Attorney 05/29/2018

Date: May 21, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2018-79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DIRECTING THE CITY MANAGER TO PROCEED IMMEDIATELY WITH REPAIRS AT THE CITY MARINA IRRESPECTIVE OF RELATED UNITED STATES ARMY CORPS OF ENGINEER PERMITS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Marina was damaged as a result of Hurricane Matthew in October, 2016; and

WHEREAS, the United States Army Corps of Engineers (USACE) has informed the City of Fernandina Beach that repairs to restore the southern attenuator require a Sec. 408 exception due to the proximity of the attenuator to the federal navigation channel; and

WHEREAS the USACE has further indicated that additional repairs to the northern attenuator also require a Sec. 408 exception due to the proximity of the northern attenuator to the federal navigation channel; and

WHEREAS previous discussions by the City Commission indicated that the request for Sec. 408 consideration for the northern attenuator would follow the successful review of the Sec. 408 exception associated with the southern attenuator.

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

SECTION 1. The City Commission hereby directs the City Manager to proceed immediately with repairs to the northern attenuator (providing for such services as fueling and pump-out operations) despite the appropriate Sec. 408 exception and related permit lacking from the USACE.

SECTION 2. The City Commission further directs the City Manager to immediately submit, with the assistance of qualified consultants, the appropriate document for Sec. 408 consideration of the northern attenuator as well as the proposed northern expansion of the City Marina.

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

ADOPTED this 5th day of June, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
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: Ordinance 2018-07
Zoning Map/Planned Unit Development (PUD) Amendment - Lake Park Drive in Amelia Park

ITEM TYPE: Ordinances (w/ fiscal impact)

REQUESTED ACTION: Approve Ordinance 2018-07 at First Reading.

SYNOPSIS: Due to a lack of action on the part of the Commission at the quasi-judicial hearing on April 17, 2018, it is the opinion of the City Attorney that the Commission should hear the evidence and deliberate and take formal action by making findings of fact and conclusions of law. In other words, a motion has to be made and passed by the Commission to establish findings of fact and conclusions of law in order to complete a quasi-judicial hearing. The original application is for consideration of a Planned Unit Development Overlay (zoning change) amendment to the Amelia Park neighborhood regulating plan for 4.42 acres of undeveloped land located on Lake Park Drive.

Staff finds the requested action is consistent with and furthers the policies of the City's Comprehensive Plan and the Land Development Code. The Planning Advisory Board issued a unanimous recommendation of approval at its Regular Meeting on March 14, 2018.

FISCAL IMPACT: Collection of impact fees, Technical Review Committee (TRC) review fees, and permitting fees associated with the development of sixteen new single-family detached homes. The City will also obtain property tax revenue associated with the ownership transfer from non-profit to privately held lands.

CITY ATTORNEY COMMENTS: This item was heard as a quasi-judicial hearing on May 1, 2018, but there was no motion. This item is returning for Commission discussion and vote.

CITY MANAGER RECOMMENDATION(S): The City Commission should formally consider the application and render an official decision to enable the Applicant to proceed as appropriate.

Nicole Bednar, Administrative Services Manager	05/16/2018
Dale Martin, City Manager	05/17/2018
Patti Clifford, Comptroller	05/17/2018
Tammi E. Bach, City Attorney	05/18/2018

Date: May 01, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

ORDINANCE 2018-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE AMELIA PARK PLANNED UNIT DEVELOPMENT OVERLAY DESIGNATING A PARCEL OF LAND TOTALING 4.42 ACRES LOCATED ON LAKE PARK DRIVE UNDER THE T1, T3, T4, AND CONSERVATION TRANSECTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Advisory Board reviewed the applicant's amendment to the Amelia Park Planned Unit Development overlay regulatory plan as Case# 2018-01 at its Regular Meeting on March 14, 2018, and unanimously recommended approval of the requested change to allow development of sixteen single family home sites on 4.42 acres of land fronting Lake Park Drive and assigning the T1, T3, T4, and Conservation transects on the subject property; and

WHEREAS, City Planning Staff found the applicant's request to be consistent with the intent of the Amelia Park development plan and existing overlay requirements; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on December, 27, 2017.

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

SECTION 1. PROPERTY INVOLVED. The property identified for the PUD amendment is located on Lake Park Drive and identified as Parcel ID 29-3N-28-0000-0003-0090, totaling approximately 4.42 acres, and is shown on the map, attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed Planned Unit Development Overlay as consistent with the assigned transects for Amelia Park and retains the existing Medium Density Residential/ R-2 and General Commercial (C-1) zoning district.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 4. This Ordinance shall take effect immediately after its final adoption.

ADOPTED this 3rd day of July, 2018.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

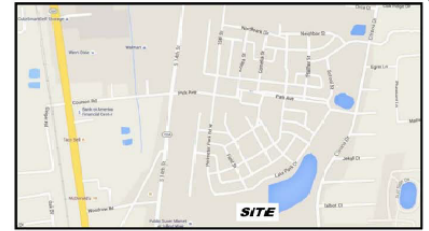
**ORDINANCE 2018-07
EXHIBIT "A"**

ZONING MAP CHANGE WITH PLANNED UNIT DEVELOPMENT OVERLAY CONSISTENT WITH AMELIA PARK TRANSECTS OF T4, T3, T1, AND CONSERVATION FOR AN APROXIMATELY 4.42 ACRE PARCEL IDENTIFIED AS 29-3N-28-0000-0003-0090 AND LOCATED ON LAKE PARK DRIVE.

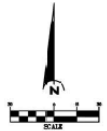
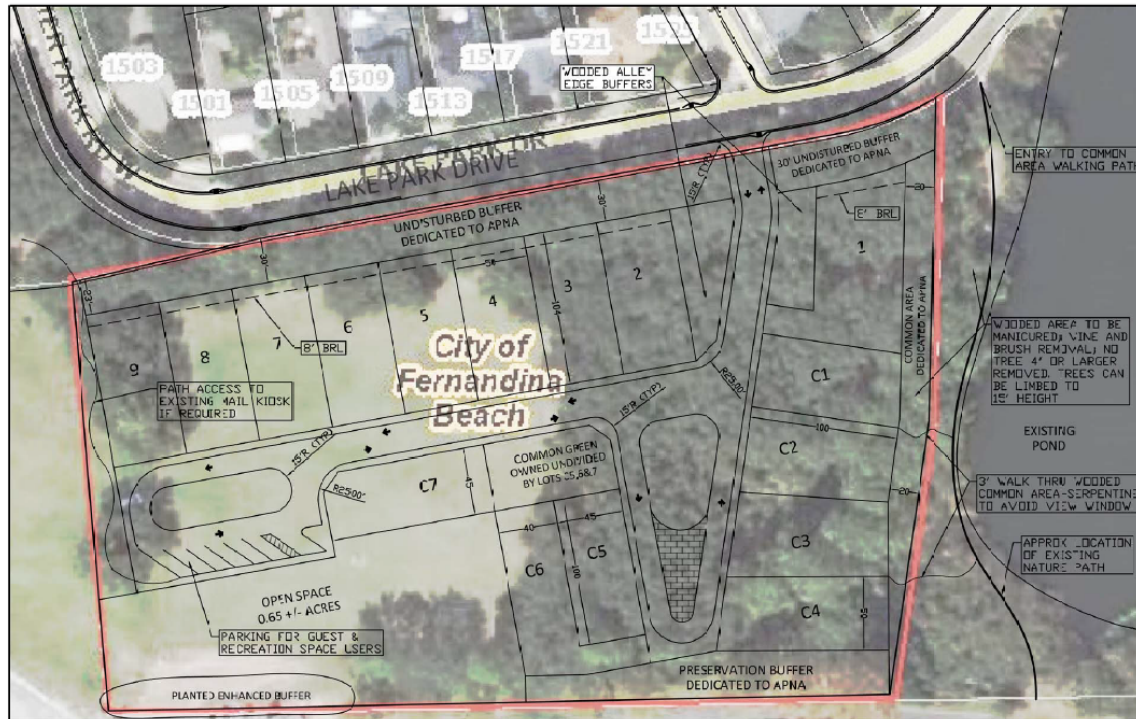
REGULATING PLAN



CONCEPT PLAN



VICINITY MAP



MICHAEL ANTONOPOULOS, LLC
RESULTS THAT START WITH VISION
904.361.8153
REVISED MARCH 8, 2018

WRITTEN DESCRIPTION

AMELIA PARK – LAKESIDE PUD WRITTEN DESCRIPTION REVISED MARCH 8, 2018 **PUD Written Description**

INTRODUCTION

The proposed Project is located on the south side of Lake Park Drive opposite Lots 1 through 7, Block 14, Unit 6 in Amelia Park. The Land Use designation for the Parcel is Medium Density Residential (MDR) according to the City's Land Use Map allowing up to eight (8) units per acre. The Zoning classification is RS-2 with the Amelia Park PUD overlay.

The Parcel is 4.42 acres and partially treed. The proposed project includes two types of single-family detached residential homes; Lots 1 through 9 as shown on the Site Plan meeting the criteria of House Type III under the existing PUD, and lots C1 through C7 meeting the criteria of House Type II under the existing PUD.

Total Site: 4.42 acres

Number of Lots: 16

Density: 3.62 U/Acre

Residential structures shall consist of detached single-family homes on platted lots. The setbacks shall follow the criteria set forth in the existing PUD for Home Types II and III, except as stipulated herein. The maximum building height for residential and accessory buildings shall be 35'.

The original version of the PUD approved in 1992 allowed a maximum of 421 dwelling units. A total of 387 residential units have been developed or approved in all other units of Amelia Park. A balance of 34 units remains available under the PUD, of which this application includes 16 units, less than half of those available, on the only remaining undeveloped/committed land in Amelia Park.

PARKING

Parking for a minimum of two vehicles shall be provided within the driveway or garage of each residential unit. Sufficient parking to serve a model home or sales office will be located either on an adjacent stabilized lot or in the alley parking spaces described below, until the model home/sales office has been sold or upon build-out of the residential units. Angled parking spaces will be located in the turn-around of the east bound lane of the alley serving Lots 2 through 9. One parking space and interconnecting sidewalks, if any, will comply with the requirements of the Americans with Disabilities Act.

STORMWATER

There are several existing retention ponds that serve Amelia Park. All stormwater runoff generated by the Project will be detained and treated in the existing ponds and will be subject to compliance with SJRWMD requirements. The existing storm water permit will be modified, if required, to address changes in the system to accommodate runoff from the proposed Project. The Amelia Park Neighborhood Association, Inc. (APNA) has agreed to cooperate with the Applicant in pursuing said permit, at no cost to APNA.

ACCESS

Vehicle access to all lots will be via a proposed two-way alley as shown on the Site Plan. The alley's connection to Lake Park Drive will align at its intersection with Field Street. A stop sign will be provided at this new intersection. This alley terminates with a one-way loop. A one-way

loop also serves Cottage Lots C2 through C6. The minimum right-of-way and pavement widths of the two-way alley are 30' and 20', respectively. Minimum pavement width for the one-way portions of the alleys is 14'. Minimum alley right-of-way returns are 15'. Lighting in the alley shall be kept to a minimum.

BUFFERS / OPEN SPACE

- a. A minimum of a 30' buffer will be preserved adjacent to Lake Park Drive. This buffer will taper to 23' from the western-most point of the property that is contiguous to Lake Park Drive at the northwest property corner. No sidewalks shall be allowed to be constructed in this buffer or in the adjacent Lake Park Drive right-of-way. A sidewalk is allowed in the front setback of lots 2 through 9, providing connectivity between these homes. To accommodate this sidewalk, the front yard setback of these lots is increased to 8'.
- b. A buffer will be provided along the property's eastern boundary. This buffer will be 20' wide from Lake Park Drive to the common property corner of Lots C2 and C3 at which point it tapers to 0' at the property's southeast corner.
- c. A wooded edge buffer will be preserved between the alley and Lots 1 and 2; shown on the Site Plan as "Wooded Alley Edge Buffers."
- d. A buffer will be preserved on the south property line adjacent to Lots C4 and C6, including the terminus of the alley.

All preserved buffers will remain wooded in their natural condition and shall be dedicated to APNA at no cost. Select clearing shall be allowed in the eastern property buffer (b) limited to removal of small trees (4" or smaller), vines, and noxious or invasive vegetation. Preserved trees may be limbed to a height not to exceed 15'. The select clearing shall be approved by the APNA landscape committee with the understanding that the objective is to provide a "filtered" view of the lake after completion of the select clearing. Two 3' wide paths, constructed of natural material such as shell, mulch or wood, connecting lots C1 through C4 to the existing nature walk on the adjacent APNA property shall be allowed. APNA shall not erect or construct any object or material on its property adjacent to the lake that will impede or detract from the lake views from Lot 1 or Lots C1 through C4.

A 0.65+/- acre open space tract will be dedicated to APNA at no cost. Allowable uses in this tract include children's playground, adult recreation activities or passive park. No activities are required. Landscaping shall be added to this tract to extend the natural buffer along the southern property boundary to the southwest corner. The landscape plan shall be mutually developed by the Applicant and the APNA landscape committee.

A common green adjacent to the front lot lines of Cottage Lots C5 through C7 will be dedicated to those lots in an undivided interest. This interest will attach to each of those lots and cannot be separated from ownership of those lots. The treed portion of this tract shall remain treed. Clearing of the treed portion of this tract shall be limited only pursuant to the City's Landscape Code. The tract may be used for individual gardens of any or all of the owners of the tract.

A buffer will be provided along the western property boundary as shown on the Site Plan. In the event a common mail box is not approved by the USPS within the boundaries of Amelia

Park Lakeside, the existing mail kiosk located in Tract "M", Unit 7 of Amelia Park shall be modified to accommodate the additional homes at the expense of the Applicant, subject to the approval of the USPS. In such event, a path shall be provided in this western-most buffer as shown on the Site Plan.

Total open space includes the following areas as shown on the Site Plan:

Lake Park Buffer (Lots 2-9): 0.30+/- Acres

Lake Park Buffer (Lot 1): 0.08+/- Acres

Eastern Boundary Buffer: 0.13+/- Acres

Alley Edge Buffers: 0.11+/- Acres

Southern Boundary Buffer: 0.14+/- Acres

Common Green Lots (C5, C6, C7) 0.08+/- Acres

Open Space 0.65+/- Acres

Western Boundary Buffer: 0.07+/- Acres

TOTAL 1.56 Acres (35% of Total Site Area)

UTILITIES

Water and sewer service for the Lots will be provided by the City of Fernandina Beach. Details of the utility extensions will be provided on engineering drawings at the design and permitting phase of the approval process. All utilities (including electrical) will be installed underground. Irrigation shall be provided for all planted areas connected the existing APNA irrigation loop at no cost to APNA.

Tree removal and protection will be provided in accordance with the City of Fernandina Beach Land Development Code. Trees existing within the Project will be removed only as necessary to facilitate construction of internal drive aisles, building footprints, parking areas, drainage facilities and other Project infrastructure or due to disease or safety concerns.

The property shall be annexed into the APNA and be made subject to the Amelia Park Master Deed Restrictions as recorded in Official Records Book 842, Page 0056 et. Seq and the Amelia Park Declaration of Charter, Easement, Covenants, and Restrictions as recorded in Official Records Book 842, page 0066, et. Seq. all in the Public Records of Nassau County. The annexation shall occur after recordation of the record plat for the subject property and prior to any home construction on any of the Lots.



STAFF REPORT (as amended 03/12/2018)
PAB 2018-01 (Zoning Change: PUD Amendment)
Planning Advisory Board Hearing
January 10, 2018 (Postponed until March 14, 2018)

APPLICATION FOR ZONING CHANGE/ PUD
AMELIA PARK- YMCA PARCEL

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	YMCA of Florida's First Coast, Inc.				
AGENT:	Michael Antonopoulos				
REQUESTED ACTION:	Zoning Change for Planned Unit Development (PUD)				
LOCATION:	Lake Park Drive				
CURRENT LAND USE +	Medium Density Residential (MDR) Land Use + General Commercial (GC)				
ZONING:	Medium Density Residential (R-2) zoning + General Commercial (C-2) zoning				
EXISTING USES ON SITE:	Vacant Land/ Partially Cleared				
PROPERTY SIZE:	4.42 Acres Parcel ID #: 29-3N-28-0000-0003-0090 (EXHIBIT A- MAP)				
ADJACENT PROPERTIES:	<u>Direction</u>	<u>Existing Use(s)</u>	<u>Year Built</u>	<u>Zoning</u>	<u>FLUM</u>
	North	Single Family Detached Homes		R-2	Medium Density Residential
	South	Island Walk Shopping Center		C-2	General Commercial
	East	Lake/ Stormwater Pond		R-2	Medium Density Residential
	West	Island Walk Shopping Center		C-2	General Commercial

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant, The Young Mens Christian Association (YMCA) of Florida's First Coast, Inc. as represented by Mr. Michael Antonopoulos, requests consideration of a Planned Unit Development Amendment (zoning change) for 4.42 acres of undeveloped, partially cleared land located on Lake Park Drive within the Amelia Park neighborhood. The request is made to allow for development of the property in compliance with Amelia Park land development restrictions for nine (9) Type III single family homes and seven (7) Type II single family homes (**EXHIBIT B – HOUSING TYPES**). The proposed development configuration would be developed at a parcel level density of 3.85 dwelling units per acre; however density is applied as part of the entire Amelia Park PUD overlay. The existing PUD overlay (Resolution 92-31 adopted in 1992) allocates a maximum buildout for Amelia Park of 421 dwelling units. At the present time, a total of 387 units have either been developed or have approved development. Thus, a balance of 34 dwelling units remains available under the provisions of the PUD overlay. The applicant is seeking to develop 16 of the remaining units.

The PUD amendment for Amelia Park is requested by the current owner, YMCA. In the written description of the PUD request, the owner states that the intended use of this property as a ballfield is "not practical" because "the City of Fernandina Beach's recreation department more than meets the community's need for these types of facilities" and that "City facilities have eliminated any demand for the anticipated facilities (ball fields) on the subject property."



STAFF REPORT *(as amended 03/12/2018)*
PAB 2018-01 (Zoning Change: PUD Amendment)
Planning Advisory Board Hearing
January 10, 2018 (Postponed until March 14, 2018)

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as: described below.

- a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;
- b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;
- c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and
- d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.

Policy 1.04.01 The City shall encourage needed redevelopment and infill development through incentives such as the following:

- a. Density or intensity bonuses;
- b. Provision of alternative site design requirements in designated redevelopment areas;
- c. Provision of overlay districts;
- d. Provision of development guidelines in designated historic districts and the community redevelopment area; and
- e. Expedited review processes

The City encourages infill development in its already urbanized areas that provide housing near job centers, preserve open space, capitalize on existing community assets such as parks, and removes the crime associated with vacant, underutilized or abandoned properties. If approved, this infill development will be in accordance with Comprehensive Plan Objective 1.04. The property is within an eighth (1/8) of a mile of retail shopping and restaurants.

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. The proposed development will rely on an improved roadway, Lake Park Drive, which is internal to the Amelia Park neighborhood. Water and sewer services are available to serve the site and this proposed development. No leapfrog development is occurring.

Existing uses within the general area are consistent with the proposed development request to create 16 single family detached home sites. The development site which is not located in a Coastal Upland Protection Zone or special flood hazard area, and the levels of service are discussed in the following paragraphs.



STAFF REPORT (as amended 03/12/2018)
PAB 2018-01 (Zoning Change: PUD Amendment)
Planning Advisory Board Hearing
January 10, 2018 (Postponed until March 14, 2018)

Policy 4.01.01. The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	300 gallons per day per ERU (Equivalent Residential Unit)
Solid Waste Facilities	Average Solid Waste Generation Rate: 5.9 pounds per capita per day
Stormwater Management Facilities	Policy 4.01.02 All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development from exceeding the peak flow prior to development.
Potable Water Facilities	Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)
Fire-Rescue Services	240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)
Police and Law Enforcement Services	Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed at the time that the City adopted the Amelia Park PUD overlay. Impacts to the City's overall system would have been accounted for in the early phases of the neighborhoods development. Parcel level impact fees would be collected as each individual property develops to ensure that long term maintenance of the City's infrastructure is achieved.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 16 dwelling units, staff estimates that approximately 153 Average Daily Trips (ADT) could be generated by this development; resulting in 16 average p.m. peak hour trips¹. Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This would be similar to the past collection of transportation impact fees which ceased in 2006.

¹ ITE Code 210 (Single-Family Detached Housing) average PM peak hour trips = 16 (~1 trip/ dwelling unit)



STAFF REPORT *(as amended 03/12/2018)*
PAB 2018-01 (Zoning Change: PUD Amendment)
Planning Advisory Board Hearing
January 10, 2018 (Postponed until March 14, 2018)

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 5,600 gallons of water per day (16 units x 350 gallons per ERC per day).

The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 12,880 gallons of wastewater per day (16 units x 2.3 x 350 gallons per ERC per day). The Commercial facilities are calculated by an Equivalent Residential Connection (ERC) standard, which is calculated by the utilities director. The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay for what improvements are necessary to accommodate any proposed development. These determinations will be made in advance of site plan review and necessary improvements will be required as a part of site plan approval.

As for solid waste and drainage, the City currently has a contracted services with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the preliminary plat review. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

All public facilities and services are currently available to the development and each service is able to maintain or exceed its level of service standards as required by Policies 1.01.02, 1.02.03, and 4.01.01.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

2.02.02 Planned Unit Development Overlay

The Planned Unit Development (PUD) Overlay is intended to provide for more than one (1) land use within a mixed use development; allow more than one (1) housing type within a residential PUD; allow innovative arrangement of streets, lots, uses, and buildings; and to improve the efficient use of infrastructure by the clustering of homes, businesses, and other uses in a coordinated, planned development.

The requested zoning is a PUD amendment, not a new stand-alone PUD subdivision. Compliance with the City's requirements has been achieved as part of the overall PUD which established the Amelia Park neighborhood. The written description and site plan provided by the applicant is in general compliance with the design standards and as adopted for the Amelia Park neighborhood.

CONCLUSION:

The requested Zoning Change to allow for a Planned Unit Development (PUD) Amendment is consistent with and furthers the policies of the City's Comprehensive Plan, Land Development Code, and is in keeping with the design of the Amelia Park neighborhood. Staff recommends approval of the applicant's request for a Planned Unit Development Amendment to allow development of 16 single family detached homes under the guidance of the Amelia Park neighborhood development standards.



STAFF REPORT *(as amended 03/12/2018)*
PAB 2018-01 (Zoning Change: PUD Amendment)
Planning Advisory Board Hearing
January 10, 2018 (Postponed until March 14, 2018)

If approved, the requested development would file for approval for a preliminary and final plat. Both the preliminary and final plat review processes include consideration before the Planning Advisory Board for a recommendation prior to consideration before the City Commission for approval. The applicant will also submit for site plan review through the Technical Review Committee to determine technical compliance with City regulations.

MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2018-01 to the City Commission requesting that a zoning change to allow a Planned Unit Development Amendment to the Amelia Park neighborhood be **(approved or denied)** and that PAB case 2018-01, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

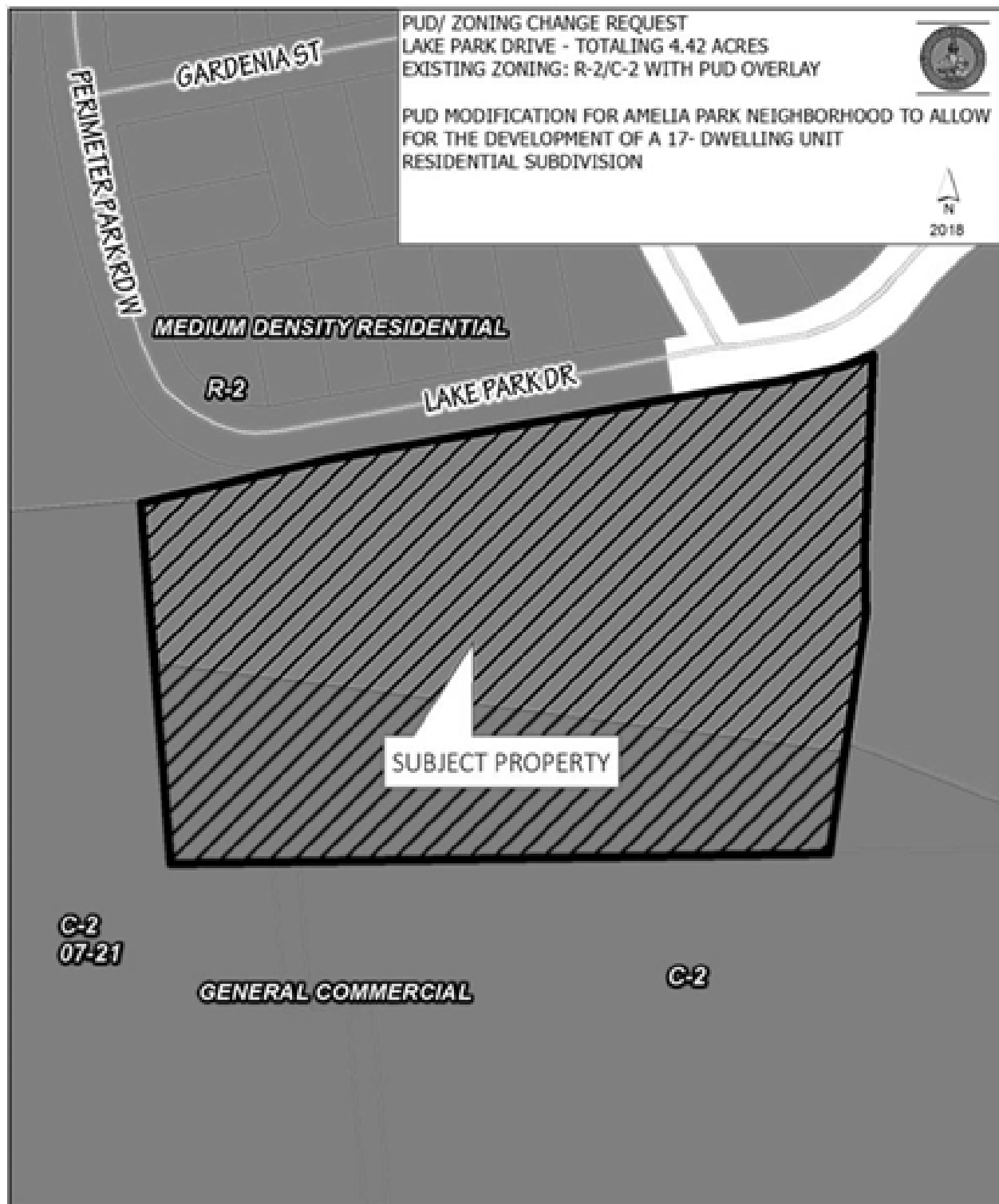
Submitted by:

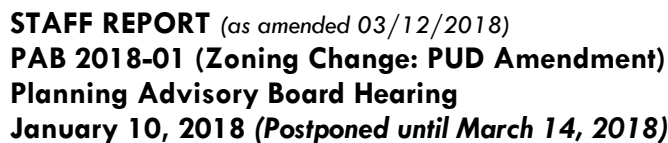
Kelly N. Gibson, AICP
Planning Manager



STAFF REPORT *(as amended 03/12/2018)*
PAB 2018-01 (Zoning Change: PUD Amendment)
Planning Advisory Board Hearing
January 10, 2018 (Postponed until March 14, 2018)

EXHIBIT A





CODE URBAN STANDARDS

AMELIA PARK, FERNANDINA BEACH, FLORIDA

ZONING CATEGORY:

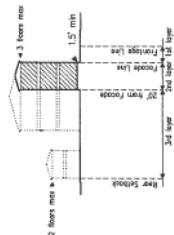
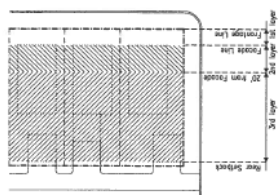
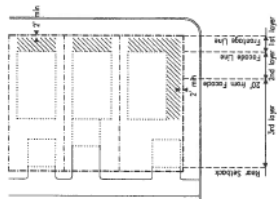
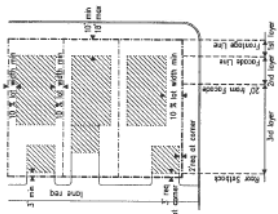
T5 - URBAN CENTER
T4 - GENERAL URBAN

BUILDING TYPE:
Single Family House II

LOT:
Lot Width: 40 ft. min / 50 ft. max
Lot Depth: 90 ft. min

GENERAL NOTES:

These provisions may be superseded by specific regulations on the Regulating Plan that may include mandatory build-to lines, mandatory retail frontages and terminated vista locations.



BUILDING PLACEMENT

1. Lot lines fronting thoroughfares or open spaces are designated frontage lines and may be subject to special code requirements. At corner lots, one of the two frontage lines shall be designated the primary one.
2. Buildings shall have facades along frontage lines and elevations along lot lines.
3. The facades and elevations of a building shall be delineated from the frontage and lot lines as shown in the diagram.
4. Facades shall be set parallel to straight frontage lines and parallel to the cord if broken or curved. Elevations may deviate from the topography of the lot lines.
5. Facades shall extend a minimum of 60% of the length of the frontage line. Where the facade is absent a streetwall shall be provided along the frontage line or the facade line.
6. Lot coverage for all buildings shall be a maximum of 75%.
7. Accessory buildings are optional. If provided, they shall be disposed as shown in the diagram.
8. The first layer is the area between the frontage line and the facade. The second layer is the area between the facade and a line 20 feet behind the facade and a line 20 feet behind the lot.

BUILDING ELEMENTS

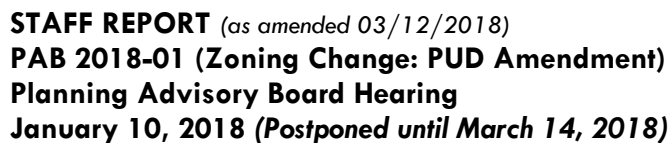
1. Balconies, porches, bay windows may encroach into the setbacks as shown in the diagram.
2. Facades may show no more than 4 outside corners to the principal frontage. Corners created by open porches are exempted from this limit.
3. Porches shall be a minimum of 8 ft in depth.
4. Bay windows on facades shall be no more than 4 ft. in depth.

PARKING PLACEMENT

1. The number of parking places provided shall be as required by the Building Use.
2. Both on-street and off-street parking shall count towards the fulfillment of the parking requirement.
3. The required off-street parking shall be placed within the third layer as shown in the diagram.
4. Trash containers shall be located within the third layer shown in the diagram.

BUILDING HEIGHT

1. The maximum overall building height shall be measured in number of stories, each story not to exceed 14 ft, clear.
2. The heights of building elements shall be measured from sidewalk grade taken anywhere along the principal frontage line.
3. A portion of the building no greater than 250 sq. ft. may exceed the height limit, subject to approval by the ATRB office.
4. Fences and garden walls at frontage lines shall be between +2.5 and +4.5 ft. in height.
5. Fences and garden walls at and behind the front facade line shall be at 6 ft. max.



AMELIA PARK, FERNANDINA BEACH, FLORIDA

OFFICE USE ONLY

REC'D: 12/5 BY: mail
PAYMENT: \$ 850- TYPE: CK 1067
APPLICATION #: 2017-0001822
CASE #: PAB 2018-01
BOARD MEETING DATE: 1/10/18

**PLANNING ADVISORY BOARD APPLICATION**

- | | |
|---|--|
| ☒ ZONING MAP AMENDMENT
(≤ 10 acres \$850 / > 10 acres \$1,600) | ☐ SUBDIVISION PLAT – PRELIM (\$750) |
| ☐ LAND USE MAP AMENDMENT
(≤ 10 acres \$850 / > 10 acres \$1,600) | ☐ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$850) | ☐ VACATION OF R.O.W. (\$850) |
| ☐ COMP PLAN AMENDMENT (\$850) | ☐ VOLUNTARY ANNEXATION (\$1050) |

APPLICANT INFORMATION

Owner Name: The Young Mens Christian Association of Florida's First Coast, Inc.

Mailing Address: 40 East Adams Street, Suit 210, Jacksonville, Florida 32202

Telephone: 904.265.1800 **Fax:** 904.296.4744

Email: pzuber@firstcoastYMCA.org

Agent Name: Michael Antonopoulos

Mailing Address: 228 Clatter Bridge Road, Ponte Vedra, Florida 32081

Telephone: 904.361.8193 **Fax:** _____

Email: mcsdev@comcast.net

PROPERTY INFORMATION

Street Address: Lake Park Drive

Parcel Identification Number(s): 29-3N-28-0000-0003-0090

Lot Number: _____ **Block Number:** _____ **Subdivision:** _____

Section: _____ **Township:** _____ **Range:** _____

PROJECT INFORMATION

Total Number of Lots/Parcels: 17

Less than One (1) acre Sq. Footage: 17 One (1) Acre or Greater: _____

Existing Zoning Classification: R2 (PUD)

Existing Future Land Use Classification: MDR

Previous Planning/Zoning Approvals: PUD

Description of Request:

Allow development of the subject property pursuant to the Site Plan and Written Description included with this application; nine (9) Type III single family homes and eight (8) Type II single family homes, pursuant to the criteria of each home type as stipulated in the existing Amelia Park PUD.

SIGNATURE/NOTARY

The undersigned states the above information is true and correct as (s)he is informed and believes.

12-04-17
Date

Eric K. Mann
Signature of Applicant President & CEO,
The Young mens Christian Association
of Florida's First Coast, Inc.

STATE OF FLORIDA }
COUNTY OF NASSAU } ss

Subscribed and sworn to before me this 4th day of December, 2017.

Suellen R. Brewer
Notary Public: Signature

Suellen R. Brewer
Printed Name

5-16-2020
My Commission Expires

Personally Known ☒ OR Produced Identification _____ ID Produced: _____





OWNER'S AUTHORIZATION FOR AGENT REPRESENTATION

I /WE The Young Mens Christian Association of Florida's First Coast, Inc.
(print name of property owner(s))

hereby authorize: Michael Antonopoulos
(print name of agent)

to represent me/us in processing an application for: Zoning Map Amendment
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.


(Signature of owner) President & CEO

(Signature of owner)

Eric K. Mann
(Print name of owner) President & CEO,
The Young Mens Christian Association
of Florida's First Coast, Inc.

(Print name of owner)

STATE OF FLORIDA }
COUNTY OF NASSAU }
ss

Subscribed and sworn to before me this 4th day of December, 2017.


Notary Public: Signature

Suelen R. Brewer
Printed Name

5-16-2020
My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____





PLANNING PAB

Revised 02-01-17

USE THIS FORM TO: Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

FEES: See below. Fees are payable upon application.

IMPORTANT NOTES: To guide you through the process and ensure that your application is understood and properly processed, you'll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

KEY CONTACTS: The Planning Department will guide your application from start to finish, engaging other City departments or agencies as needed.

PLANNING ADVISORY BOARD APPLICATION FOR:

- | | |
|--|---|
| ☒ ZONING MAP AMENDMENT
(≤ 10 acres \$850 / > 10 acres \$1,600) | ☐ SUBDIVISION PLAT – PRELIM (\$750) |
| ☐ LAND USE MAP AMENDMENT
(≤ 10 acres \$850 / > 10 acres \$1,600) | ☐ SUBDIVISION PLAT – FINAL (\$850) |
| ☐ LDC TEXT AMENDMENT (\$850) | ☐ VACATION OF R.O.W. (\$850) |
| ☐ COMP PLAN AMENDMENT (\$850) | ☐ VOLUNTARY ANNEXATION (\$1050) |

2017 Planning Advisory Board Meeting Schedule

Application Deadline (4:30pm)	Feb 6 2017	Mar 13 2017	Apr 10 2017	May 15 2017	Jun 12 2017	Jul 10 2017	Aug 14 2017	Sep 11 2017	Oct 6 2017	Nov 13 2017	Dec 11 2017	Jan 15 2018	Feb 12 2018	Mar 12 2018	Apr 9 2018
Meeting Date	Mar 8 2017	Apr 12 2017	May 10 2017	Jun 14 2017	Jul 12 2017	Aug 9 2017	Sep 13 2017	Oct 11 2017	Nov 7 2017	Dec 13 2017	Jan 10 2018	Feb 14 2018	Mar 14 2018	Apr 11 2018	May 9 2018

APPLICATION REQUIREMENTS PLANNING ADVISORY BOARD

APPLICATION CHECKLIST:

Submit all of the following information for a complete application, as applicable:

- ☒ A notarized application filed at least thirty (30) days before the date of the Planning Advisory Board's public hearing;
- ☒ A current survey of the property (no older than two years);
- ☒ A completed owner's authorization for agent form, if applicable;
- ☒ A detailed letter of intent stating the following:
 - The consistency of the proposed amendment(s) or action(s) with the City's Comprehensive Plan.
 - A justification for the proposed amendment(s) or action(s).
- ☒ A map of the area indicating the proposed zoning district designation for the subject property. The map shall show the current zoning district designations and land use categories from the Future Land Use Map in the comprehensive plan for the subject property and all adjacent properties.

IMPORTANT NOTES AND REQUIREMENTS:

Please see additional Land Development Code (LDC) requirements for specific application types:

- ☐ **LDC Text Amendment** – see LDC Section 11.01.08.
- ☐ **Preliminary Subdivision Plat** – see LDC Section 11.01.05.
- ☐ **Final Subdivision Plat** – see LDC Section 11.01.05.
- ☒ **Zoning Map Changes** – see LDC section 11.01.07.

You will receive a staff report one week before your meeting.

STAFF CONTACT:

Kelly Gibson
Senior Planner
kgibson@fbfl.org
904.310.3135

AMELIA PARK – LAKESIDE

PUD WRITTEN DESCRIPTION

The proposed Project is located on the south side of Lake Park Drive opposite Lots 1 through 7, Block 14, Unit 6 in Amelia Park. The Land Use designation for the Parcel is Medium Density Residential (MDR) according to the City's Land Use Map allowing up to eight (8) units per acre. The Zoning classification is RS-2 with the Amelia Park PUD overlay. None of the prior versions of the PUD included a specific use for this Parcel but the Regulating Plan in ALL prior versions of the PUD have shown a ballfield on this Parcel. It was sold to the Applicant for the specific purpose of outdoor recreation. However, it is not practical for the Applicant to utilize the property for recreational fields because the City of Fernandina Beach's Department of Recreation more than meets the community's need for these types of facilities. The City's facilities have eliminated any demand for the anticipated facilities on the subject Parcel.

The Parcel is 4.42 acres and partially treed. A portion of the site was cleared to accommodate the intended use, but this site has had minimal use. The proposed project includes two types of single-family detached residential homes; Lots 1 through 9 as shown on the Site Plan meeting the criteria of House Type III under the existing PUD, and lots C1 through C8 meeting the criteria of House Type II under the existing PUD.

Total Site:	4.42	acres
Number of Lots:	17	
Density:	3.85	U/Acre

Residential structures shall consist of detached single-family homes on platted lots. The setbacks shall follow the criteria set forth in the existing PUD for Home Types II and III. The maximum building height for residential and accessory buildings shall be 35'.

The original version of the PUD approved in 1992 allowed a maximum of 421 dwelling units. A total of 387 residential units have been developed or approved by all other units of Amelia Park. A balance of 34 units remain available under the PUD, of which this application which consist of the only remaining undeveloped/committed land in Amelia Park, includes 17 units, half of the available remaining units.

Parking for a minimum of two vehicles shall be provided within the driveway or garage of each residential unit. Sufficient parking to serve a model home or sales office will be located on adjacent stabilized lots, until the model home/sales office has been sold or upon build-out of the residential units. All parking lot configuration and interconnecting sidewalks will comply with the requirements of the Americans with Disabilities Act (ADA).

AMELIA PARK – LAKESIDE

PUD WRITTEN DESCRIPTION

There are several existing retention ponds that serve Amelia Park. All storm water runoff generated by the Project will be detained and treated in the existing ponds and will be subject to compliance with SJRWMD requirements. The existing storm water permit will be modified to address changes in the system to accommodate runoff from the proposed Project.

Vehicle access to all lots will be via a proposed two-way alley as shown on the Site Plan. The alley's connection to Lake Park Drive will be at its' intersection with Field Street. The minimum right-of-way and pavement widths of the two-way alley are 30' and 20', respectively. Minimum pavement widths for the one-way lanes serving the Cottage Lots is 12'. Minimum alley right-of-way returns is 15'. These design standards are consistent with the latest standards used for Amelia Park development.

Total open space includes the following areas as shown on the Site Plan:

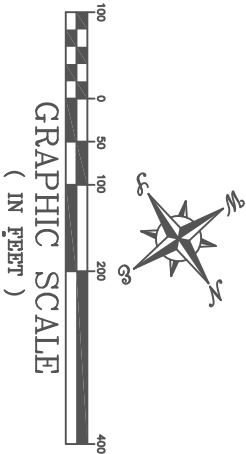
Common Area 1:	0.12	Acres
Common Area 2:	0.85	Acres
30' Commercial Buffer:	0.36	Acres
<u>Lake Park Buffer:</u>	<u>0.17</u>	<u>Acres</u>
TOTAL	2.03	Acres (46% of Total Site Area)

A 20' Buffer will be preserved adjacent to Lake Park Drive and a 30' Buffer adjacent to the existing shopping center site as shown on the Site Plan. All vegetation will be preserved in these two Buffers. Additional vegetation will be planted as appropriate in the 30' Buffer.

Water and sewer service for the Lots will be provided by the City of Fernandina Beach. Details of the utility extensions will be provided on engineering drawings at the design and permitting phase of the approval process. All utilities (including electrical) will be installed underground.

Tree removal and protection will be provided in accordance the LDC. Trees existing within the Project will be removed only as necessary to facilitate construction of internal drive aisles, building footprints, parking areas, drainage facilities and other Project infrastructure or due to disease or safety concerns.

AMENDED REGULATING PLAN
MARCH 2018



- LEGEND**
- T4 - GENERAL URBAN
 - T3 - SUB-URBAN
 - T1 - RURAL RESERVE
 - CIVIC SPACE RESERVATION

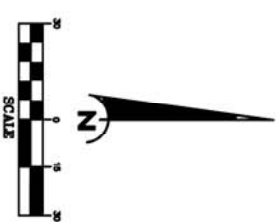


NOTICE: THESE CONDITION OF USE SHALL APPLY TO ALL USERS.
DATA CONTAINED HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE OR OBLIGATION
RESPONSIBILITY FOR THE ACCURACY OF CURRENT CONDITIONS AND/OR DIGITAL TRANSFER S IS SOLELY THAT OF THE USER.
THE SIGNED AND SEALED DOCUMENTS TAKE PRECEDENCE OVER MAGNETIC OR ELECTRONICALLY STORED MEDIUM.
THE FOLLOWING FORMAT AND TECHNIQUES ARE THE PROPERTY OF MICHAEL ANTONOPoulos, LLC.
NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR OTHERWISE USED WITHOUT THE WRITTEN CONSENT OF THE OWNER.

Amelia Park

AMELIA ISLAND, FLORIDA

LAKE SIDE

**VICINITY MAP**

MICHAEL ANTONPOULOS, LLC
RESULTS THAT START WITH VISION
 904.361.8193 ma-llc@comcast.net
REVISED MARCH 8, 2018

AMELIA PARK – LAKESIDE
PUD WRITTEN DESCRIPTION
REVISED MARCH 8, 2018

INTRODUCTION

The proposed Project is located on the south side of Lake Park Drive opposite Lots 1 through 7, Block 14, Unit 6 in Amelia Park. The Land Use designation for the Parcel is Medium Density Residential (MDR) according the City's Land Use Map allowing up to eight (8) units per acre. The Zoning classification is RS-2 with the Amelia Park PUD overlay.

The Parcel is 4.42 acres and partially treed. The proposed project includes two types of single-family detached residential homes; Lots 1 through 9 as shown on the Site Plan meeting the criteria of House Type III under the existing PUD, and lots C1 through C7 meeting the criteria of House Type II under the existing PUD.

Total Site:	4.42	acres
Number of Lots:	16	
Density:	3.62	U/Acre

Residential structures shall consist of detached single-family homes on platted lots. The setbacks shall follow the criteria set forth in the existing PUD for Home Types II and III, except as stipulated herein. The maximum building height for residential and accessory buildings shall be 35'.

The original version of the PUD approved in 1992 allowed a maximum of 421 dwelling units. A total of 387 residential units have been developed or approved in all other units of Amelia Park. A balance of 34 units remains available under the PUD, of which this application includes 16 units, less than half of those available, on the only remaining undeveloped/ committed land in Amelia Park.

PARKING

Parking for a minimum of two vehicles shall be provided within the driveway or garage of each residential unit. Sufficient parking to serve a model home or sales office will be located either on an adjacent stabilized lot or in the alley parking spaces described below, until the model home/sales office has been sold or upon build-out of the residential units. Angled parking spaces will be located in the turn-around of the east bound lane of the alley serving Lots 2 through 9. One parking space and interconnecting sidewalks, if any, will comply with the requirements of the Americans with Disabilities Act.

STORMWATER

There are several existing retention ponds that serve Amelia Park. All stormwater runoff generated by the Project will be detained and treated in the existing ponds and will be subject to compliance with SJRWMD requirements. The existing storm water permit will be modified, if required, to address changes in the system to accommodate runoff from the proposed Project. The Amelia Park Neighborhood Association, Inc. (APNA) has agreed to cooperate with the Applicant in pursuing said permit, at no cost to APNA.

AMELIA PARK – LAKESIDE
PUD WRITTEN DESCRIPTION
REVISED MARCH 8, 2018

ACCESS

Vehicle access to all lots will be via a proposed two-way alley as shown on the Site Plan. The alley's connection to Lake Park Drive will align at its intersection with Field Street. A stop sign will be provided at this new intersection. This alley terminates with a one-way loop. A one-way loop also serves Cottage Lots C2 through C6. The minimum right-of-way and pavement widths of the two-way alley are 30' and 20', respectively. Minimum pavement width for the one-way portions of the alleys is 14'. Minimum alley right-of-way returns are 15'. Lighting in the alley shall be kept to a minimum.

BUFFERS / OPEN SPACE

- a. A minimum of a 30' buffer will be preserved adjacent to Lake Park Drive. This buffer will taper to 23' from the western-most point of the property that is contiguous to Lake Park Drive at the northwest property corner. No sidewalks shall be allowed to be constructed in this buffer or in the adjacent Lake Park Drive right-of-way. A sidewalk is allowed in the front setback of lots 2 through 9, providing connectivity between these homes. To accommodate this sidewalk, the front yard setback of these lots is increased to 8'.
- b. A buffer will be provided along the property's eastern boundary. This buffer will be 20' wide from Lake Park Drive to the common property corner of Lots C2 and C3 at which point it tapers to 0' at the property's southeast corner.
- c. A wooded edge buffer will be preserved between the alley and Lots 1 and 2; shown on the Site Plan as "Wooded Alley Edge Buffers."
- d. A buffer will be preserved on the south property line adjacent to Lots C4 and C6, including the terminus of the alley.

All preserved buffers will remain wooded in their natural condition and shall be dedicated to APNA at no cost. Select clearing shall be allowed in the eastern property buffer (b) limited to removal of small trees (4" or smaller), vines, and noxious or invasive vegetation. Preserved trees may be limbed to a height not to exceed 15'. The select clearing shall be approved by the APNA landscape committee with the understanding that the objective is to provide a "filtered" view of the lake after completion of the select clearing. Two 3' wide paths, constructed of natural material such as shell, mulch or wood, connecting lots C1 through C4 to the existing nature walk on the adjacent APNA property shall be allowed. APNA shall not erect or construct any object or material on its property adjacent to the lake that will impede or detract from the lake views from Lot 1 or Lots C1 through C4.

A 0.65+/- acre open space tract will be dedicated to APNA at no cost. Allowable uses in this tract include children's playground, adult recreation activities or passive park. No activities are required. Landscaping shall be added to this tract to extend the natural buffer along the southern property boundary to the southwest corner. The landscape plan shall be mutually developed by the Applicant and the APNA landscape committee.

AMELIA PARK – LAKESIDE
PUD WRITTEN DESCRIPTION
REVISED MARCH 8, 2018

A common green adjacent to the front lot lines of Cottage Lots C5 through C7 will be dedicated to those lots in an undivided interest. This interest will attach to each of those lots and cannot be separated from ownership of those lots. The treed portion of this tract shall remain treed. Clearing of the treed portion of this tract shall be limited only pursuant to the City's Landscape Code. The tract may be used for individual gardens of any or all of the owners of the tract.

A buffer will be provided along the western property boundary as shown on the Site Plan. In the event a common mail box is not approved by the USPS within the boundaries of Amelia Park Lakeside, the existing mail kiosk located in Tract "M", Unit 7 of Amelia Park shall be modified to accommodate the additional homes at the expense of the Applicant, subject to the approval of the USPS. In such event, a path shall be provided in this western-most buffer as shown on the Site Plan.

Total open space includes the following areas as shown on the Site Plan:

Lake Park Buffer (Lots 2-9):	0.30+/- Acres
Lake Park Buffer (Lot 1):	0.08+/- Acres
Eastern Boundary Buffer:	0.13+/- Acres
Alley Edge Buffers:	0.11+/- Acres
Southern Boundary Buffer:	0.14+/- Acres
Common Green Lots (C5,C6,C7)	0.08+/- Acres
Open Space	0.65+/- Acres
<u>Western Boundary Buffer:</u>	<u>0.07+/- Acres</u>
<i>TOTAL</i>	<i>1.56 Acres (35% of Total Site Area)</i>

UTILITIES

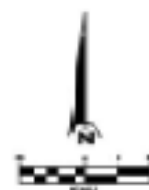
Water and sewer service for the Lots will be provided by the City of Fernandina Beach. Details of the utility extensions will be provided on engineering drawings at the design and permitting phase of the approval process. All utilities (including electrical) will be installed underground. Irrigation shall be provided for all planted areas connected the existing APNA irrigation loop at no cost to APNA.

Tree removal and protection will be provided in accordance with the City of Fernandina Beach Land Development Code. Trees existing within the Project will be removed only as necessary to facilitate construction of internal drive aisles, building footprints, parking areas, drainage facilities and other Project infrastructure or due to disease or safety concerns.

The property shall be annexed into the APNA and be made subject to the Amelia Park Master Deed Restrictions as recorded in Official Records Book 842, Page 0056 et. Seq and the Amelia Park Declaration of Charter, Easement, Covenants, and Restrictions as recorded in Official Records Book 842, page 0066, et. Seq. all in the Public Records of Nassau County. The annexation shall occur after recordation of the record plat for the subject property and prior to any home construction on any of the Lots.

Amelia Park



LAKE SIDE[illegible]

MICHAEL ANTONOPOULOS, LLC
 BERKELEY: THE 3 START WITH VISION
 946.368.1103 www.3startwithvision.com

REVISED MARCH 8, 2018

Amelia Park

AMELIA ISLAND, FLORIDA

LAKE SIDE



VICINITY MAP



MICHAEL ANTIGNOPOULOS, LLC
DESIGN TO TRANSFORM YOUR VISION
www.michaelantignopoulos.com

REVISED MARCH 8, 2016



Current Condition

Lake Park Drive Homes



Current Condition

Lake Park Drive From Resident
Sidewalk Perspective



Current Condition

Lake Park Drive
From Resident Sidewalk



Example of Proposed Use

North Park Drive Perspective



Amelia Park



Example of Proposed Use

North Park Drive Buffer



Example of Proposed Use

North Park Drive Home



Example of Proposed Use

North Park Drive Home



Example of Proposed Use

North Park Drive Homes



Amelia Park

AMELIA ISLAND, FLORIDA

LAKE SIDE

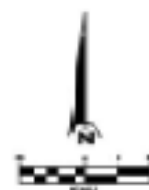


VICINITY MAP



MICHAEL ANTIOPOULOS, LLC
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www.michaelantopoulos.com

REVISED MARCH 6, 2016

LAKE SIDE

MICHAEL ANTONOPOULOS, LLC
 BERKELEY: THE 3 START WITH VISION
 946.36.18113 www.3startwithvision.com

REVISED MARCH 8, 2018

Amelia Park



From: Miriam Hill <miriam@miriamrhill.com>
Sent: Thursday, May 17, 2018 11:33 AM
To: Tammi Bach
Cc: Katie Newton; Dale Martin; Caroline Best; Nicole Bednar; Kelly Gibson
Subject: Re: YMCA Rezoning Motion for Rehearing

Tammi:

Thank you for agreeing that the commission failed to make findings of fact and conclusions of law based upon competent and substantial evidence. Given the lapse of time since our presentation of evidence, we agree that a rehearing is appropriate and necessary.

Since we're in agreement and in the interest of time, I don't think we need to argue a motion for rehearing before the commission. We will provide our presentation materials to Kelly early next week. Thanks again for your help.

Miriam

Miriam R. Hill | Attorney

Miriam R. Hill, Esq., PLLC

1890 S. 14th Street Suite 202 | Fernandina Beach, Florida 32034

M: 321.202.0636

Miriam@MiriamRHill.com

[Website](#) | [Linkedin](#)

On Thu, May 17, 2018 at 10:11 AM, Tammi Bach <tbach@fbfl.org> wrote:

Miriam: per our conversation this morning, you are going to file a motion for rehearing due to issues of due process from the rezoning hearing in April. If I receive this motion by 9:00AM tomorrow, Friday, May 18th, I will process the motion with the June 5th agenda. Please plan on arguing your motion for 5 minutes at the beginning of the agenda item. The motion argument can be limited to 5 minutes since it is not evidentiary (I just thought of this after we hung up the phone).

Tammi E. Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law

City Attorney

City of Fernandina Beach

[204 Ash Street](#)

[Fernandina Beach, FL 32034](#)

[Ph# \(904\) 310-3275](#)

[Fax# \(904\) 310-3466](#)

tbach@fbfl.org





If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2018-15
Building Code Amendments

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Approve Ordinance 2018-15 at First Reading.

SYNOPSIS: The attached Ordinance updates Chapter 22 of the Code of Ordinances to replace the 2017 Florida Building, Fuel-Gas, Mechanical existing building, and Plumbing Codes with the State mandated 6th edition Florida Building, Mechanical, Plumbing, 2017 National Electrical Code, Energy, Fuel Gas, Residential and Existing Building versions, and adopt an amendment to Chapter 1 of the 6th Edition Florida Building Code.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2018-15 at First Reading.

Dale Martin, City Manager 05/17/2018

Tammi E. Bach, City Attorney 05/17/2018



Date: December 15, 2017

Submitted By: Kelly Gibson, AICP, Planning Manager

COMMISSION ACTION: Approve

ORDINANCE 2018-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 22, ARTICLE II, SECTION 22-26, ADOPTION OF CODES BY REFERENCE; REPEALING SECTION 22-29, AMENDMENTS TO BUILDING CODE; ENACTING A NEW SECTION 22-29 AMENDMENTS TO THE BUILDING CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach, Florida Code of Ordinance, Chapter 22, Article II, Section 22-26, adopts certain standard codes as listed herein; and

WHEREAS, the Florida Legislature has adopted the ~~5th~~ - 6th - edition of the Florida Building Code, effective ~~July 1, 2015~~ December 31, 2017; and

WHEREAS, the Florida Legislature has adopted the ~~2014~~ 6th edition of the ~~2014~~ National Electric Code, effective July 1, ~~2009~~ 2015; and

WHEREAS, the City Commission of the City of Fernandina Beach wishes to amend Chapter 22 to reflect the changes adopted by the Florida Legislature effective ~~July 1, 2015~~ December 31, 2017.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Section 22-26 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 22-26. Adoption of codes by reference.

The city hereby adopts the following codes by reference as though they were copied fully in this section:

- (1) Standard Amusement Device Code, 1997 edition.
- (2) Florida Building Code, ~~5th~~ 6th edition.
- (3) Florida Existing Building Code, ~~5th~~ 6th - edition.
- (4) International Fuel Gas Code with ~~5th~~ 6th - edition Florida Supplements
- (5) Standard Housing Code, as adopted in section 22-101, 1997 edition.
- (6) Florida Building Code - Mechanical, ~~5th~~ 6th -edition.
- (7) Florida Building Code - Plumbing, ~~5th~~ 6th edition.
- (8) Standard Unsafe Building Abatement Code, 1985 edition.
- (9) National Electric Code, 2008 edition, effective July 1, ~~2009~~ 2014.
- (10) Standard for Existing High Rise Code - SSTO- 3-97.
- (11) Florida Building Code - Residential, ~~2010~~ 5th 6th edition.
- (12) International Property Maintenance Code 2012 edition.
- (13) Florida Energy Conservation Code ~~2010~~ 5th 6th edition.
- (14) Florida Accessibility Code ~~2010~~ 5th 6th edition.

SECTION 2. That Section 22-29 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby repealed.

SECTION 3. That Section 22-29 of the Code of Ordinances of the City of Fernandina Beach, Florida is hereby enacted as follows:

Sec. 22-29. Amendments to building code.

- (1) The Florida Building Code described and adopted by reference in section 22-26 is specifically enacted as follows:

Chapter 1 - Administration

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Section 102. APPLICABILITY
Section 103. BUILDING DEPARTMENT
Section 104. DUTIES AND POWERS OF THE BUILDING OFFICIAL
Section 105. PERMITS
Section 106. SUBMITTAL DOCUMENTS
Section 107. TEMPORARY STRUCTURES AND USES
Section 108. FEES
Section 109. INSPECTIONS
Section 110. CERTIFICATES OF OCCUPANCY AND COMPLETION
Section 111. SERVICE UTILITIES
Section 112. CODE ENFORCEMENT AND APPEALS BOARD
Section 113. POSTING FLOOR LOADS
Section 114. STOP WORK ORDER
Section 115. UNSAFE STRUCTURES AND EQUIPMENT
Section 116. VIOLATIONS AND PENALTIES

SECTION 101 – GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code* hereinafter referred to as "this code" and shall therefore govern the administration and enforcement.

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one- and two- family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the *Florida Building Code, Residential*.
2. Existing buildings undergoing repair, alterations or additions and change of occupancy shall comply with Florida Building Code, Existing.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. To be enforced, the appendices included in the technical codes must be adopted by a local governmental jurisdiction for use in that jurisdiction.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality Control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting plan, review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in subparagraphs 1 through 9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

1. Electrical. The provisions of Chapter 27 of the *Florida Building Code, Building* shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

2. Gas. The provisions of the *International Fuel Gas Code with the Florida Fuel Gas Code Supplement* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

3. Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

4. Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

5. Property maintenance. The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

6. Fire prevention. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

7. Energy. The provisions of the *Florida Energy Conservation Code* shall apply to all matters governing the design and construction of buildings for energy efficiency.

8. Accessibility. The provisions of the *Florida Accessibility Code*, shall apply to all matters governing the design and construction of buildings and structures for accessibility.

9. Manufactured buildings. For additional administrative and special code requirements, see [Section 428 458, Florida Building Code, Building](#), and Rule [9B-1 F.A.C 61-41 Florida Administrative Code](#).

101.5 Referenced standards. Standards referenced in the technical codes shall be considered an integral part of the codes without separate adoption. If specific portions of the standard are denoted by code text, only those portions of the standard shall be enforced. Where code provisions conflict with a standard, the code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

101.6 Units of measure. The inch-pound system of measurement is applicable to the provisions of this code. Metric units indicated in parenthesis following inch-pound units are approximate equivalents and are provided for informational purposes only.

101.7 Accessibility. For provisions related to accessibility, refer to Florida Accessibility Code,

101.8 Energy. For provision related to energy, refer to the Florida Energy Conservation Code

101.9 Rules of Construction. The rules set out in this section shall be observed, unless such construction is inconsistent with the manifest intent of this chapter. The rules of construction and definitions set out here shall not be applied to any section of this chapter which contains any express provisions excluding such construction or where the subject matter or content of such section would be inconsistent with this section.

1. Generally. All provisions, terms, phrases, and expressions contained in this division shall be liberally construed in order that the true intent and meaning of the administration of the jurisdiction may be fully carried out. Terms used in this division unless otherwise specifically provided, shall have the meanings prescribed by the statutes of this state for the same terms.

2. Text. In case of any difference of meaning or implication between the text of this division and any figure, the text shall control.

3. Delegation of authority. Whenever a provision appears requiring the Building Official or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the Building Official or other officer to designate, delegate and authorize professional level subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

4. Month. The word “month” shall mean a calendar month.

5. Shall, may. The word “shall” is mandatory, “may” is permissive. The word “shall” takes precedence over “may”.

6. Written or in writing. The term “written” or “in writing” shall be construed to include any representation of words, letters or figures whether by printing or otherwise.

7. Year. The word “year” shall mean a calendar year, unless a fiscal year is indicated.

8. Interpretation. Interpretation of this chapter shall be made by the Building Official.

101.10 Words not defined.

101.10.1 Words not defined herein shall have the meaning stated in the Florida Statutes or other nationally recognized codes, or other documents, manuals, or standards adopted elsewhere in this chapter. Words not defined in those documents shall have the meaning stated in the Webster’s Third New International Dictionary, as revised.

101.10.2 In case of a conflict in definitions or codes, the appropriate definition (or code) to be applied shall be the one applicable to the trade in question. In case of a conflict between different parts of this chapter, conflicts within the same code, or conflicts between code, the more stringent requirements shall be applicable.

101.11 Words defined.

Abandon or abandonment. (1) Termination of a construction project by a contractor without just cause or proper notification to the owner including the reason for termination. (2) Failure of a contractor to perform work without just cause for ninety (90) days (3) Failure to obtain an approved inspection within 180 days from the previous approved inspection.

Appraised value. For the purpose of this section, appraised value is defined as either (1) 120% of the assessed value of the structure as indicated by the County Property Appraiser's Office or (2) the value as indicated in a certified appraisal from a certified appraiser.

Assessed value. The value of real property and improvements thereon as established by the County Property Appraiser.

Authorized agent. A person specifically authorized by the holder of a certificate of competency to obtain permits in his stead.

Basic Wind Speed Line. The basic wind speed line for the jurisdiction shall be as established by the risk class wind speed contour maps and "Exhibit A through C" attached to and made part of this Chapter.

Board. The appropriate City of Fernandina Beach Code Enforcement and Appeals Board, unless otherwise specifically stated.

Building. The removal, disassembly, repair, replacement, installation or assembly of the building, structure, building system or building components in whole or parts thereof.

Building component. An element or assembly of elements integral to or part of a building.

Building Official. "Building Code Administrator" or "Building Official" means any of those employees of municipal or county governments with building construction regulation responsibilities who are charged with the responsibility for direct regulatory administration or supervision of plan review, enforcement, or inspection of building construction, erection, repair, addition, remodeling, demolition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or municipal or county ordinance. This term is synonymous with "building official" as used in the administrator chapter of the Standard Building Code and the South Florida Building Code. One person employed by each municipal or county government as a building code administrator or building official and who is certified under this part may be authorized to perform any plan review or inspection for which certification is required by this part.

Building shell. The structural components that completely enclose a building, including, but not limited to, the foundations, structural frame, floor slabs, exterior walls and roof system.

Building system. A functionally related group of elements, components and/or equipment, such as the electrical, plumbing and mechanical systems of a building.

Certification. The act or process of obtaining a certificate of competency from the state or County through the review of the applicant's experience and financial responsibility as well as successful passage of an examination.

Certificate of Competency (certificate). An official document evidencing that a person is qualified to engage in the business of contracting, subcontracting or the work of a specific trade.

Certificate of Experience. An official document evidencing that an applicant has satisfied the work experience requirements for a certificate of competency.

Certificate of Occupancy (C.O.). An official document evidencing that a building satisfies the requirements of the City for the occupancy of a building.

Certified contractor. Any contractor who possesses a certificate of competency issued by the Department of Professional Regulation of the State of Florida.

Change of occupancy. A change from one Building Code occupancy classification or sub-classification to another.

Commercial building. Any building, structure, improvement or accessory thereto, other than a one- or two-family dwelling.

Cumulative construction cost. The sum total of costs associated with any construction work done to a building or structure either at one (1) time or at different times within a specified period of time.

Demolition. The act of razing, dismantling or removal of a building or structure, or portion thereof, to the ground level.

Examination. An exam prepared, proctored and graded by a recognized testing agency unless otherwise implied in context or specifically stated otherwise.

Imminent danger. Structurally unsound conditions of a structure or portion thereof that is likely to cause physical injury to a person entering the structure; Or due to structurally unsound conditions, any portion of the structure is likely to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person on the property or to a person or property nearby; Or the condition of the property is such that it harbors or is inhabited by pests, vermin, or organisms injurious to human health, the presence of which constitutes an immediate hazard to people in the vicinity.

Inspection warrant. A court order authorizing the official or his designee to perform an inspection of a particular property named in the warrant.

Intensification of use. An increase in capacity or number of units of a residential or commercial building.

Interior finish. The preparation of interior spaces of a commercial building for the first occupancy thereof.

Licensed contractor. A contractor certified by the State of Florida or the local jurisdiction who has satisfied all State or City requirements to be actively engaged in contracting.

Owner's agent. A person, firm or entity authorized by affidavit or power of attorney in writing by the owner to act for or in place of the owner.

Permit. An official document authorizing performance of a specific activity regulated by this Chapter.

Permit card or placard. A document issued by the jurisdiction evidencing the issuance of a permit and recording of inspections.

Qualifying agent, primary. A person who possesses the requisite skill, knowledge, experience and certificate of competency, and has the responsibility to supervise, direct, manage, and control the contracting activities of the business organization with which he is associated; who has the responsibility to supervise, direct, manage and control construction activities on a job for which he has obtained a permit, and whose technical and personal qualifications have been determined by investigation and examination and is evidence by his possession of a certificate of competency.

Reciprocity. To accept a verified affidavit from any municipality or county of the State of Florida that the applicant has satisfactorily completed a written examination in its jurisdiction equal in content with the examination required by this Chapter.

Registered contractor. A contractor who has registered with the department of professional regulation of the State of Florida pursuant to fulfilling the competency requirements of the local jurisdiction.

Registration. The act or process of registering a locally obtained Certificate of Competency with the State, or the act or process of registering a state issued Certificate of Competency with the municipality.

Remodeling. Work which changes the original size, configuration, or material of the components of a building.

Roofing. The installation of roof coverings.

Spa. Any constructed or prefabricated pool containing water jets.

Specialty contractor. A contractor whose services fall within the subset of activities in the categories specified in Section 489.105 (3), Florida Statutes, as amended.

Site. The physical clearing of the site in preparation for foundation work including, but not limited to, site clearing, excavation, de-watering, pilings and soil testing activities.

Stop work order. An order by the Building Official, or his designee, which requires the immediate cessation of all work and work activities described in the order.

Structural component. Any part of a system, building or structure, load bearing or non-load bearing, which is integral to the structural integrity thereof, including, but not limited to walls, partitions, columns, beams and girders.

Structural work or alteration. The installation or assembling of new structural components into a system, building or structure. Also, any change, repair or replacement of any existing structural component of a system, building, or structure.

Substantial completion. Where the construction work has been sufficiently completed in accordance with the applicable City, State, and Federal Codes, so that the owner can occupy or utilize the project for the use for which it is intended.

Value. Job cost includes labor, materials, the estimated current replacement cost of the building in kind, and design.

SECTION 102 – APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The *Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.1.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided of the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part V ([Section 553.501-553.513, Florida Statutes](#)) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in [Section 366.02, Florida Statutes](#), which are directly involved in the generation, transmission or distribution of electricity.
- (g) Temporary sets, assemblies or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing or other nonwood features.
- (i) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled onsite or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Correction to any prisoner in the state correctional system.

102.2.1 In addition to the requirements of [Section 553.79](#) and [553.80, Florida Statutes](#), facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency

authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within the municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code, Building* for all residential buildings or structures of the same occupancy class.

102.2.3 The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled.

The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each jurisdiction shall be governed by a board, the composition of which shall be determined by the affected localities. At its own option, each enforcement district or local enforcement agency may promulgate rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:

1. Addition, alteration or repair performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
2. Addition, alteration or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
3. The exemption does not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such family residences.

Each code exemption, as defined in this section, shall be certified to the local board 10 days prior to implementation and shall be effective only in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with [Chapter 27](#) of this code.

102.3 Application of references. References to chapter or section numbers, or attachments or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.1 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Property Maintenance Code* or the *Florida Fire Prevention Code*, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the *Standard Building Code* (prior to March 1, 2002), the wind speed map of the *Standard Building Code* shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.
3. A relocated building shall comply with the flood hazard requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment on the surface of the roof be installed in compliance with the requirements of the Florida Building Code until the equipment is required to be moved or replaced.

SECTION 103 BUILDING DEPARTMENT

103.1 Establishment. There is hereby established a department to be called the Building Department and the person in charge shall be known as the Building Official.

103.2 Employee Qualifications

103.2.1 Building Official Qualifications. The Building Official shall be licensed as a Standard Building Code Administrator by the State of Florida.

103.2.2 Employee Qualifications. The Building Official, with the approval of the City Manager, may appoint or hire such number of officers, inspectors, plans examiners, assistants and other employees as shall be authorized from time to time. A person shall not be appointed or hired as inspector or plans examiner unless that person meets the qualifications for licensure as an inspector or plans examiner in the appropriate trade as established by the State of Florida.

103.2.3 Restrictions on employees. An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system or in the making of plans or of specifications thereof, within the jurisdiction of the department, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interest of the department.

103.3 Records. The Building Official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection.

103.4 Liability. Any officer or employee or member of the Code Enforcement and Appeals Board and the Board of Adjustment, charged with the enforcement of this code, acting for the applicable governing authority in the discharge of their duties, shall not thereby render himself personally liable, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee or member because of such act performed by him in the enforcement of any provisions of this code shall be defended by the department of law until the final termination of the proceedings, unless such person is found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for the safety, health, and welfare of the public.

SECTION 104 - DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The Building Official is hereby authorized and directed to enforce the provision of this code. The Building Official shall have the authority to render interpretation of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair of substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement or repair of substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612.

104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

104.3.1 Stop work orders. Upon notice from the Building Official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.

104.4 The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agencies* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of Entry.

104.6.1 Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the Building Official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this code. If such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other person having charge or control of such and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry.

104.6.2 When the Building Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to this code.

104.6.3 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the Building Official.

104.7 Department records The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability The *building official*, members of the board of appeals or employees charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act by reason of any act or by reason of an act or omission in the discharge of official duties. Any

suit instituted against an officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modifications is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the building department.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. When alternate life safety systems are designed, the SFPE *Engineering Guide to Performance-Based Fire Protection Analysis and Design of Buildings*, or other methods approved by the Building Official may be used. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.11.3 Accessibility. Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with Section 11-2.2.

SECTION 105 – PERMITS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the

installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Building Official as designated.

105.1.3 Food permit. As per [Section 500.12, Florida Statutes](#), a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, patio decks less than 12" above grade and similar uses, provided the floor area does not exceed 120 square feet (11m²).
2. Retaining walls that are not over 3 feet (914.25mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.
4. Sidewalks and driveways not more than 30 inches (762mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
5. Painting, papering, carpeting, **cabinets, counter tops** and similar finish work.
6. Temporary motion picture, television and theater stage sets and scenery.

7. Prefabricated swimming pools accessory to a Group-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5000 gallons (18,925 L) and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one-and two-family *dwelling*s.
10. Window *awnings* supported by an *exterior wall* and do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support of Groups R-3 and U occupancies.
11. Non-fixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply and the installation of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.

105.2.2 Minor repairs. Ordinary minor repairs or installation of repair parts may be made with the prior approval of the Building Official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; additionally, ordinary minor repairs shall not include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3.1 Public service agencies. A permit shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of [Section 713.135\(5\)](#) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date.

For a building permit for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

105.3.1 Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto as set forth in FS 553.79 after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under [Chapter 471, Florida Statutes](#):

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$ 125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II or Contractor IV, certified under [Section 633.521, Florida Statutes](#), may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.
3. Heating, ventilation and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$ 125,000.

This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single 3-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system. It therefore could not be designed by a mechanical or air conditioning contractor.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and \$ 125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

5. Electrical documents: See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, Requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.

NOTE: it was further clarified by the Commission that the limiting factor of 240 volts or over is required to be designed by an Engineer.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in [Section 471.025, Florida Statutes](#).

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in [Section 440.10](#) and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Special foundation permit. When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official may, at his discretion, issue a special permit for the foundation only. The holder of such special permit is proceeding at their own risk and without assurance that a permit for the remainder of the work will be granted nor that corrections will not be required in order to meet provisions of the technical codes or that all construction may be required to be removed and the site returned to its original condition if the application for a permit is ultimately denied.

105.3.7.1 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building over or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and professional Regulation.

105.3.8 Public right-of-way. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley, or public use lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application for right of way permits from the authority having jurisdiction over the street, alley, or public lane.

105.4 Conditions of the permit. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a permit shall be set forth by the administrative authority.

105.5 Expiration. A. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced the permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official*.

B. Permits issued for the demolition of a structure shall expire ninety days from the date of issuance. For a justifiable cause, one or more extensions of time for a period not exceeding thirty days may be allowed. Such request shall be in writing to the Building Official.

105.5.1 The *building official* is authorized to reject new permit applications from a contractor who holds more than 10 expired or inactive permits.

105.5.1.1 For the purpose of this subsection, a *closed permit* shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the *building official*.

105.5.1.2 For the purposes of this subsection, an *open permit* shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Revocation of permits. The Building Official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any Ordinance or regulation on any provisions of this Code.

105.6.1 Misrepresentation of application. The Building Official may revoke a permit or approval, issued under the provisions of this code, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The Building Official may revoke a permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. As per [Section 713.135, Florida Statutes](#), when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14 point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of [Section 469.003, Florida Statutes](#), and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. ~~Upon approval of the Building Official,~~ The scope of work delineated in the building permit application and plan may not be started prior to the final approval and issuance

of the permit; ~~provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.~~

105.13 Phased permit approval. After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, *Florida Statutes*.

105.15 Streamlined low-voltage alarm system installation permitting.

1. As used in this section, the term:
 - a. “Contractor” means a person who is qualified to engage in the business of electrical to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489. *Florida Statutes*.
 - b. “Low-voltage alarm system project” means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, *Florida Statutes*, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components, or equipment attached to such a system, including, but not limited to, home – automation equipment, thermostats, and video cameras.
 - c. “Wireless alarm system” means a burglar alarm system or smoke detector that is not hardwired.
2. Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.
3. This section does not apply to the installation or replacement of a fire alarm if a plan review is required.
4. A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.73, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.
 - a. A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
 - b. A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

5. A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
6. A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.
7. The Uniform notice of a Low-Voltage Alarm System project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), *Florida Statutes*.
8. A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
9. A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.
10. A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, *Florida Statutes*.

SECTION 106 -SUBMITTAL DOCUMENTS

106.1 Submittal documents. Construction documents, a statement of special inspections and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a design professional where required by the statutes. Drawings and revised drawings shall be submitted on a minimum size paper of 24 X 36 inches. Drawings requiring revision sheets shall be revised and inserted by the parties responsible for the project. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a design professional.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect or engineer legally registered under the laws of this state regulating the practice of architecture as provided for in [Chapter 481, *Florida Statutes*](#) Part 1, 61G1 Florida Administrative Code, or engineering as provided for in [Chapter 471, *Florida Statutes*](#) & 61G15 Florida Administrative Code, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by *Florida Statute*. If the design professional is a landscape architect registered under the laws of this state regulating the practice of landscape architecture as provided for in [Chapter 481, *Florida Statutes*](#), Part II, then he or she shall affix his or her seal to said drawings, specifications and accompanying data as defined in [Section 481.303\(6\)\(a\)\(b\)\(c\)\(d\), *FS*](#).

106.1.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with technical codes. Such information shall be

specific, and the technical codes shall not be cited as a whole or in part, nor shall the term “legal” or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design. (see also Section 106.3.5).

106.1.1.1 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in [Chapter 9](#).

106.1.1.2 For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.

106.1.1.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* in compliance with the provisions of this code. In other than occupancies in Groups R-2 R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

106.1.1.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The *construction documents* shall include manufacturer’s installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall system* which was tested, where applicable, as well as the test procedure used.

106.2 Additional data. The Building Official shall be allowed to require details, computation, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal.

106.2.1 Design Professional. If the design professional is an architect or engineer legally registered under the laws of this State regulating the practice of architecture or engineering, then he/she shall affix his official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

106.2.2 Certification by contractors authorized under the provisions of Florida Statutes 489.115(4)(b) shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471 Florida Statutes or Chapter 481 Florida Statutes by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapter 471, 481, or 489 of the Florida Statutes.

106.2.3 Structural and fire resistance integrity. Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of required fire-resistant wall, floor or partition will be made for electrical, gas, mechanical, plumbing and communication

conduits, pipes, and systems. Such plans shall also indicate in sufficient detail how the fire integrity will be maintained where required fire-resistant floors intersect the exterior walls and where joints occur in required fire-resistant construction assemblies.

106.2.4 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and *design flood* elevations; and it shall be drawn in accordance with accurate boundary line survey. In case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor.

106.2.5 Hazardous occupancies. The Building Official may require the following:

1. General Site Plan. A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities, per hazard class of hazardous materials stored.

2. Building floor plan. A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class of the hazardous materials stored.

106.2.6 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with section 1612.3.1 FBC. Elevation certificates required at the floor elevation during construction and a final certificate required at final before Certificate of Occupancy is issued.

106.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to [Section 553.77\(5\), Florida Statutes](#), and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly (including utility crossover connections) or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 9B-1.009, F.A.C., shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriate licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to local, approval of the building official, from review

of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

106.3.1 Approval of construction documents. When the Building Official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

106.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

106.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted

106.3.4 Design professional in responsible charge. Reserved.

106.3.4.1 General. When it is required that documents prepared by a *registered design professional*, the *building official* shall be authorized to require the owner to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the owner shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the owner if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by the others, including phased and deferred submittal items, for compatibility with the design of the building.

106.3.4.2 Deferred submittals. For the purpose of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and are to be submitted to the *building official* within a specified period. Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*. Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the *building official*.

1. Form board survey

2. Elevation certificate at the slab before going vertical and at the final

3. Final survey before Certificate of Occupancy

4. Various shop drawings

106.3.4.3 Certifications by contractors authorized under the provisions of [Section 489.115\(4\)\(b\), Florida Statutes](#), shall be considered equivalent to sealed plans and specifications by a person licensed under [Chapter 471, Florida Statutes](#), or [Chapter 481 Florida Statutes](#), by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

106.3.5 Minimum plan review criteria for buildings. The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:
 - Parking
 - Fire access
 - Vehicle loading
 - Driving/turning radius
 - Fire hydrant/water supply/post indicator valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones and design flood elevation
2. Occupancy group and special occupancy requirements shall be determined.
Cross check with the energy code submittal
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls fire blocking and
 - Draft stopping and calculated fire resistance
5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram
 - Same as above
6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic

7. Occupancy load/egress requirements shall include:

- Occupancy load
- Gross
- Net
- Means of egress
- Exit access
- Exit
- Exit discharge
- Stairs construction/geometry and protection
- Doors
- Emergency lighting and exit signs
- Specific occupancy requirements
- Construction requirements
- Horizontal exits/exit passageways

8. Structural requirements shall include:

- Soil conditions/analysis
- Termite protection
- Design loads
- Wind requirements
- Building envelope
- Structural calculations (if required)
- Foundation
- Flood requirements in accordance with Section 1612,
Including lowest floor elevations, enclosures, flood
Damage-resistant materials.
- Wall systems
- Floor systems
- Roof systems
- Threshold inspection plan
- Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

- Wood
- Steel
- Aluminum
- Concrete
- Plastic
- Glass
- Masonry
- Gypsum board and plaster
- Insulating (mechanical)
- Roofing
- Insulation
- Building envelope portions of the energy code (calculations and mandatory requirements)

10. Accessibility requirements shall include the following:

- Site requirements
- Accessible route
- Vertical accessibility
- Toilet and bathing facilities
- Drinking fountains
- Equipment

Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:

Interior finishes (flame spread/smoke development)
Light and ventilation
Sanitation (including corresponding portions of energy code)

12. Special systems:

Elevators
Escalators
Lifts

13. Swimming pools:

Barrier requirements
Spas
Wading pools

14. Location and installation detail, each fire door, fire damper, ceiling damper, and smoke damper shall be shown and identified on the building plans by the design specialist.

Electrical

1. Electrical:

Wiring
Services
Feeders and branch circuits
Over current protection
Grounding
Wiring methods and materials
GFCIs
Electrical portions of the energy code (calculations and mandatory requirements)

2. Equipment

3. Special occupancies

4. Emergency systems

5. Communication systems

6. Low voltage

7. Load calculations

8. Design flood elevation

Plumbing

1. Minimum plumbing facilities

2. Fixture requirements

3. Water supply piping

4. Sanitary drainage

5. Water heaters

6. Vents

7. Roof drainage

8. Back flow prevention

9. Irrigation

10. Location of water supply line

11. Grease traps

12. Environmental requirements

13. Plumbing riser
14. Design flood elevation.
15. Water/plumbing portions of the energy code (calculations and mandatory requirement)

Mechanical

1. Energy calculations - Mechanical portions of the energy code (calculations and mandatory requirements)
2. Exhaust systems:
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portion of the energy code (calculations and mandatory requirements)

Demolition

1. Asbestos removal
2. Hazard materials – identification and removal instructions (necessary permits)

Residential (one- and two-family)

1. Site requirements
 - Set back/separation (assumed property lines)
 - Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress

- Egress window size and location stairs construction requirements
6. Structural requirements shall include:
- Wall section from foundation through roof, including assembly and materials connector tables
 - wind requirements structural calculations (if required)
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Structural calculations (if required)
 - Foundation,
 - Wall system
 - Floor system
 - Roof system
7. Accessibility requirements: show/identify accessible bath
8. Flood hazard areas, flood zones, design flood elevations, enclosures, equipment, and flood damage-resistant materials.
- 1. Elevation certificate at construction stage either the slab or floor framing before construction goes vertical.
 - 2. Final elevation certificate at final before Certificate of Occupancy is given.
9. Impact resistant coverings or systems.
10. Residential energy code submittal
- Manufactured buildings/housing
- 1. Site requirements
 - Setbacks/separation (assumed [property lines])
 - Location of septic tanks (if applicable)
 - 2. Structural
 - Wind zone
 - Anchoring
 - Blocking
 - 3. Plumbing
 - List potable water source and meter size (if applicable)
 - 4. Mechanical
 - Exhaust systems
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - 5. Electrical exterior disconnect location

Exemptions.

Plans examination by the Building Official shall not be required for the following work:

- 1. Replacing existing equipment such as mechanical units, water heaters, etc.
- 2. Reroofs
- 3. Minor electrical, plumbing and mechanical repairs
- 4. Annual maintenance permits
- 5. Prototype plans (unless located in a special flood hazard area)
 - Except for local site adaptations, siding, foundations and/or modifications.
 - Except for structures that require waiver.
- 6. Manufactured buildings plan except for foundations and modifications of buildings on site.
(and as listed above in manufactured building/housing) (unless located in a special flood hazard area)

106.4 Amended construction documents. Work shall be installed in accordance with the reviewed construction documents, and any changes made during construction that are not in compliance with the reviewed construction documents shall be resubmitted for approval as an amended set of construction documents.

106.5 Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by *Florida Statutes, Chapter 553 s 95.11 (3) © F.S.*

106.6 Affidavits. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

106.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue permits, to rely on inspections, and to accept [plans and construction documents on the basis and affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the *Florida Building Code*.

SECTION 107 - TEMPORARY STRUCTURES AND USES

107.1 General. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

107.2 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

107.3 Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in Chapter 27 of the *Florida Building Code, Building*.

107.4 Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 108 – FEES

108.1 Prescribed fees. A permit shall not be issued until fees authorized under [Section 553.80, Florida Statutes](#), have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to

an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical or gas systems has been paid.

108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

108.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- After the fact permits
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Variance request;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Administrative appeals;
- Other fees as established by local ordinance.

108.3 Building permit valuations. If, in the opinion of the Building Official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appear to be underestimated on the application, permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Permit valuation shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials, labor and profit. The permit valuation may be calculated using the latest Building Valuation Data Table published quarterly by the International Code Council and adopted by the City at the option of the Building Official. If in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

108.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the Building Official's approval or the necessary permits shall be subject to a after the fact permit cost of up to four times the usual permit fee in addition to the required permit fees as set forth in the City of Fernandina Beach Building Permit Fee Ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within (2) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a after the fact permit fee. The payment of a after the fact shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The building official may grant extensions of time or waive added fees when justifiable cause has been demonstrated in writing.

108.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

108.6 Refunds. The building official is authorized to establish a refund policy.

SECTION 109 – INSPECTIONS

109.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of

the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. The building official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field.

109.2 Existing building inspections. Before issuing a permit, the Building Official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical, and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the technical codes.

109.3 Manufacturers and fabricators. When deemed necessary by the Building Official, he shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

109.4 Inspection service. The Building Official may make, or cause to be made, inspections required by Section 105. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after the investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the Building Code Inspector or the architect or engineer performing building code inspections or by certification in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

109.5 Inspections prior to issuance of Certificate of Occupancy or Completion. The Building Official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, a final elevation certificate inspection prior to the issuance of the Certificate of Occupancy or Certificate of Completion. In performing inspections, the Building Official shall give first priority to inspection of the construction, addition, or renovations to, any facilities owned or controlled by a State University, State Community College or public-school district.

109.6 Posting of permit. Work requiring a permit shall not commence until the permit holder or his agent posts the permit card in a conspicuous place on the premises. The permit shall be protected from the weather and located in such position as to permit the Building Official or representative to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder until the Certificate of Occupancy or Completion is issued by the Building Official.

109.7 Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

109.8 Required inspections. The Building Official upon notification from the permit holder or his or her agent, shall make the following inspections, and such other inspections as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

1. Foundation inspection. To be made after trenches are excavated, placement of any required reinforcement steel and forms, and shall at a minimum include the following building components:

Stem-wall-Form board inspection

Monolithic slab-on-grade

Piling/pile caps

Footers/grade beams

Design flood elevation

Elevation certificate inspection

2. Slab inspection. To be made after the reinforcement is in place all concealed conduit, piping, ducts and vents are installed and the electrical, plumbing and mechanical work is complete. Slab shall not be poured until all required inspection have been made and passed. A foundation survey prepared and certified by a registered surveyor shall be required for all new construction prior to approval of the framing inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for the review by the Building Inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

2.2. **Elevation Certification.** In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification required in section 1612.5 shall be submitted to the *building official*.

3. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealed wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, piped and ducts are approved and shall at a minimum include the following building components:

Window/door framing and installation

Window U-factor/SHGC as indicated on approved

Vertical cells/columns

Lintel/tie beams

Framing/trusses/bracing/connectors

Includes truss layout and engineering

Draft stopping/fire blocking

Curtain wall framing

Energy insulation (R-factor in place according to energy calculations)

Accessibility

Verify rough opening dimensions are within tolerances.

Window and door buck attachment.

Flood hazard area, flood zones and design flood elevation

3.1. Lath and gypsum board inspections shall be made after the lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

4. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

Roof sheathing

Wall sheathing

Sheathing fasteners
Roof/wall dry-in.
Sheathing/cladding inspection
Continuos air barrier

5. Roofing inspection. Shall be made at a minimum of two inspections and shall include the following building components:

Dry-in
Insulation
Roof coverings (including In Progress as necessary)
Flashing

6. Final inspection. To be made after the building is completed and ready for occupancy.

6.1 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction the elevation certification required in section 1612.5 shall be submitted to the *building official*. ~~before the~~

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.

Underground electric inspection, underground piping inspection including a pressure test.

Design flood elevation

Deck inspection: to be made prior to installation of deck material 9 with forms, deck drains, and any reinforcement in place.

Safety inspection made prior to filling the pool, the bonding connection completed, proper drain covers installed and all final barriers installed.

Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a Certificate of Completion, a residential swimming pool must meet the requirements relating to pool safety features as described in [Section 424.2.17](#).

Underground electric inspection.

Equipotential, equal potential grid wire installed and inspected.

Underground piping inspection including a pressure test.

Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place.

Safety Inspection: Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed. (Design flood elevation requirements)

Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place. In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in [Section 424.2.17](#).

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see [Section 423.27.20](#)).

10. Where impact-resistant coverings are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact-resistant coverings to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable is installed, and before any backfill is put in place. Location of service equipment and interior land boxes.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Electrical portions of the energy code (calculations and mandatory requirements)
5. Design flood elevation.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.
4. Water/plumbing portions of the energy code (calculations and mandatory requirements.)
5. Design flood elevation.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping is installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.
4. Design flood elevation
5. Equipment locations, roof mounted equipment
6. Mechanical portions of the energy code (calculations and mandatory requirements)

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. Riser diagram/shut offs.
2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.
4. Bonding of gas line to closest electrical source

5. L.P. tank location

6. Design flood elevation

7. Gas portion of the energy code (calculations and mandatory requirements)

109.3.1 Site Debris. 1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean, such that accumulation of construction debris does not present a safety hazard.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

109.3.2 Written release. Work shall not be done on any part of a building, structure, electrical, gas, mechanical or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the Building Official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by each of the foregoing three inspections.

109.3.3 Reinforcing steel and structural frames. Reinforcing steel or structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the Building Official.

109.3.4 Termites. Building components and building surroundings required to be protected from termite damage in accordance with [Section 1503.6](#), [Section 2304.13](#) or [Section 2304.11.6](#), specifically required to be inspected for termites in accordance with [Section 2114](#), or required to have chemical soil treatment in accordance with [Section 1816](#) shall not be covered or concealed until the release from the Building Official has been received.

109.3.5 Shoring. For threshold buildings, shoring and associated formwork or false work shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

109.3.5.1 Fire and smoke resistant penetrations. Protection of joints and penetrations in fire-resistant-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

109.3.6 Threshold building.

109.3.6.1 The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

109.3.6.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

109.3.6.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under [Chapter 471, Florida Statutes](#), as an engineer or under [Chapter 481, Florida Statutes](#), as an architect.

109.3.6.4 Each enforcement agency shall require that, on every threshold building:

109.3.6.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

109.3.6.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

109.3.6.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

109.3.6.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

109.3.6.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in [Section 489.105\(3\)\(a\), Florida Statutes](#), or to a licensed building contractor, as defined in [Section 489.105\(3\)\(b\), Florida Statutes](#), within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

109.3.6.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, [Section 553.73, Florida Statutes](#), without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by [Section 553.79\(5\), Florida Statutes](#), are in addition to the minimum inspections required by this code.

109.3.7 Energy efficiency inspections. Reserved.

109.3.8 Other inspections. Reserved.

109.3.9 Special inspections. Reserved.

109.3.10 Final inspection. All permits require final inspection which shall be made after all work required by the building *permit* is completed.

109.3.11 Blower door test required before certificate of completions and occupancy is issued.

109.3.12 Duct leakage test required where applicable.

109.4 Inspection agencies. The building official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

109.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

109.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

SECTION 110 - CERTIFICATES OF OCCUPANCY AND COMPLETION

110.1 Building occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof until the Building Official has issued a certificate of occupancy therefore as provided herein. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems and all requirements of the local floodplain management ordinance have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the Building Official.

EXCEPTION: Certificates of occupancy are not required for work exempted from permits under section Section 105.

110.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. The name of the Building Official.
6. The edition of the code under which the permit was issued.
7. The use and occupancy, in accordance with the provisions of [Chapter 3](#).
8. The type of construction as defined in [Chapter 6](#).
9. If an automatic sprinkler system is provided, whether the sprinkler system is required.
10. Any special stipulations and conditions of the building permit.
11. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building department.

110.3 Conditional occupancy. The Building Official is authorized to issue a Certificate of Occupancy, ~~with conditions~~ but not before the completion of the entire work covered by the permit, ~~provided that~~

~~such portion or portions shall be occupied safely. The Building Official shall set a time period during which the Certificate of Occupancy is valid.~~

110.4 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

110.5 Revocation. The Building Official is authorized to, in writing, suspend or revoke a Certificate of Occupancy or Completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 111 - SERVICE UTILITIES

111.1 Connection of service utilities. No person or utility provider shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official or a Certificate of Occupancy or Certificate of Completion is issued.

111.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building services, systems, or for the use under a Conditional Certificate of Occupancy.

111.3 Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by section 112.1 or 112.2. The Building Official shall have the authority to authorize disconnection of utility services to any building or structure that is being occupied prior to the issuance of a Certificate of Occupancy or is in violation of a City Ordinance. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 112 - CODE ENFORCEMENT AND APPEALS BOARD

112.1 Appointment. There may be established a board to be called the Code Enforcement and Appeals Board, which shall consist of seven members. The board shall be appointed by the City Commission.

112.2 Membership and terms shall be as determined by Florida Statute and City Ordinance.

SECTION 113 - POSTING FLOOR LOADS

113.1 Occupancy. An existing or new building shall not be occupied for any purpose which will cause the floors thereof to be loaded beyond their safe capacity.

113.2 Storage and Factory-Industrial Occupancies. It shall be the responsibility of the owner, agent, proprietor or occupant of Group S and Group F occupancies, or any occupancy where excessive floor loading is likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor

load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the Building Department.

113.3 Signs required. In every building or part of a building used for storage, industrial or hazardous purposes, the safe floor loads, as reviewed by the Building Official on the plan, shall be marked on plates of approved design which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they relate. Such plates shall not be removed or defaced, and if lost, removed or defaced, shall be replaced by the owner of the building.

SECTION 114 - STOP WORK ORDER

114.1 Authority. Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

114.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

114.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 115 - UNSAFE STRUCTURES AND EQUIPMENT

115.1 Conditions: Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as *the building official* deems necessary and provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

115.2 Record: The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

115.3 Notice: If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition or requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

115.4 Method of service: Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the forgoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

115.5 Restoration. The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition. To the extent that repairs, alterations or additions are made, or a change of

occupancy occurs during the restoration of the structure, such repairs, alterations, additions or change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code Existing.

SECTION 116 – VIOLATIONS AND PENALTIES

116.1 Any person, firm, corporation, provider, or agent who shall violate a provision of this code, or fail to comply therewith or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical, or plumbing system, or has erected, constructed, altered, repaired, moved, or demolished a building, structure, electrical, gas, mechanical, or plumbing system, in violation of a detailed statement or drawing submitted and permitted there under, shall be guilty of a misdemeanor of the second degree. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued. Upon conviction of any such violation such person shall be punished within the limits as provided by FS 489.13 and local ordinance.

116.2 If any section, subsection, sentence, clause, or phrase of this code is for any reason held to be unconstitutional, such decisions shall not affect the validity of the remaining portions of this code.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses and phrases under application shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be deemed effective on March 6, 2018.

ADOPTED this 3rd day of July, 2018.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Caroline Best
City Clerk

Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Code Enforcement and Appeals Board

ITEM TYPE: Board Appointment

REQUESTED ACTION: Approve appointment of Ms. Christine Harmon to the Alternate #1 position to the Code Enforcement & Appeals Board.

SYNOPSIS: The Code Enforcement and Appeals Board has two Alternate Board Member vacancies, Alternate #1 and Alternate #2. Each vacancy has a three-year, unexpired term limit which will end May 2019.

Ms. Christine A. Harmon has submitted an Advisory Board Application for consideration. The Code Enforcement and Appeals Board reviewed the application at its May 2, 2018, meeting and recommended the application be forwarded to the City Commission for their honorable consideration.

In accordance with City Charter Section 69, the applicant resides within the jurisdictional boundaries of the City of Fernandina Beach.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission appoint Ms. Christine Harmon to the Alternate #1 position of the Code Enforcement and Appeals Board with a three-year unexpired term ending May, 2019.

Caroline Best, City Clerk 05/17/2018

Dale Martin, City Manager 05/21/2018

Date: April 17, 2018

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Approve

Katie Newton

From: Caroline Best <cbest@fbfl.org>
Sent: Wednesday, April 11, 2018 11:10 AM
To: Michelle Forstrom
Cc: Katie Newton; Kim Briley
Subject: FW: Online Form Submittal: Advisory Board/Committee Application

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Michele,

Please see the below Advisory Board/Committee Application from Ms. Christine Harmon to be placed on 5/02 Code Enforcement & Appeals Board agenda for recommendation to the City Commission.

Thank you and let me know if there are any questions.

Sincerely,

Caroline Best, CMC
City Clerk
204 Ash Street
Fernandina Beach, Florida 32034
Office (904) 310-3115

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

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From: noreply@civicplus.com [mailto:noreply@civicplus.com]
Sent: Tuesday, April 10, 2018 8:54 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	Christine A. Harmon
------	---------------------

Home Mailing Street Address	482 Crosswind Drive
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City	Fernandina Beach
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Zip Code	32034
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Primary Phone	614-306-5940
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Secondary Phone	904-432-8077
-----------------	--------------

Please note that board materials are distributed electronically.

Email to receive board materials	charmon1846@gmail.com
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Employer	Retired - Columbus (OH) City Schools
----------	--------------------------------------

Position Title	Former Counselor and Community Liaison
----------------	--

Business Address	NA
------------------	----

City	NA
------	----

Zip	00000
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Select the board you are applying for:	Code Enforcement & Appeals Board
--	----------------------------------

Additional board that you are applying for:	None
---	------

Why are you interested in serving on this Board? Please explain.	My husband and I moved to Fernandina Beach due largely to it's historic character and charm. In Ohio, we restored two homes - the first dated to the 1890's, the last was built in 1846. I believe in civic involvement, and would like to contribute by working to insure our community is well maintained and zoning guidelines are followed. By serving on the Code Enforcement and Appeals Board, I hope I will have an opportunity to
--	--

preserve and protect the citizens and the beauty of Fernandina Beach.

Eligibility

Are you a resident of the City? Yes

Length of time: 4 years

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):

Rivers Unlimited (Ohio) - Trustee, Sierra Club (Ohio Chapter) Executive Committee, The Darby Creek Association (Ohio) - Vice President, The Ohio Family Farm Coalition, Vice-Chair I did not keep a record of length of service. I estimate 4 to 5 years. While serving on the boards of these organizations, I was working 20 to 30 hours/week and had a flexible schedule. I stepped down when I returned to work full-time. My position necessitated I devote hours in excess of the traditional 40 hour work week. Since moving to Fernandina Beach, I have joined

the boards of Keep Nassau Beautiful, the local Sierra Club chapter, and Communities-In-Schools. In addition, I am co-founder of the Amelia Island Beach and Marine Life Protection Task Force.

Qualifications:

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

I have no specific certifications in city planning and zoning. However, my work experience and civic engagement demonstrates an ability to analyze information, and to communicate with diverse groups. I like exploring new areas of study, and am willing to learn all information required to function in this position.

Organization or Commissioner sponsoring nomination (if applicable):

Field not completed.

Educational Background: (Check all that apply)

MS/A

Field not completed.

Other:

Major areas of study:

Undergraduate: Education Focus: Political science Master of Arts: Guidance and Counseling

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

Yes

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

Date 4/10/2018

Applicant's Signature Christine A. Harmon

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

CODE ENFORCEMENT AND APPEALS BOARD

CODE ENFORCEMENT AND APPEALS BOARD				
Hearing: First Thursday of every month, 5:30 p.m., City Commission Chambers				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
08/06	Cynthia A. Crow ccrow@bellsouth.net	438 North Fletcher Avenue	321-0248 (H) 753-1440 Cell	3 yrs-08/2019
08/06	Adam D. Kaufman adkresolve@comcast.net	116 S. 10 th Street	491-0644 (H)	3 yrs-08/2019
05/16	Marlene Chapman mm.chap@hotmail.com	2120 Florida Avenue	624-5978	3 yrs-08/2020
02/09	Scott Steffen ssteffen@pmsiofflorida.com	409 N. 3 rd Street	277-7897 (H) 225-9070 (W)	3 yrs-09/2018
08/06	Henry Byrd hjbyrd49@gmail.com	1514 Calhoun Street	277-3357 (H)	3 yrs-08/2020
08/06	Carlton "Buddy" C. Boyd bboyd@domesticdesignsinc.com	438 N. Fletcher Avenue	321-0248 (W) 753-1438 cell	3 yrs-09/2018
05/16	Gail Shults Gail.shults@yahoo.com	3165 South Fletcher Avenue	261-9416 (H)	3 yrs- 11/2020
	Alternate #1 VACANT			3 yrs-05/2019
	Alternate #2 VACANT			3 yrs-05/2019
*Chair **Vice Chair				
Staff Coordinator: Michelle Forstrom, CDD FINANCIAL DISCLOSURE REQUIRED				

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Board Appointment
Arts and Culture Nassau

ITEM TYPE: Board Appointment

REQUESTED ACTION: As a ministerial duty of the City Commission, approve the requested appointment(s) of board members to Arts and Culture Nassau.

SYNOPSIS:

In accordance with Resolution 2016-69, Section 1(a) the City Commission shall, as a ministerial duty, be responsible for appointing one representative from the Amelia Island Book Festival to the Arts and Culture advisory board.

Accordingly, the Amelia Island Book Festival hereby submits the endorsement of Ms. Fran Shea for the Honorable City Commissions review and consideration for reappointment to the Arts & Culture Nassau advisory board to fill the Amelia Island Book Festival representative seat for a two-year term ending June 2020.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission appoint Ms. Fran Shea to Arts and Culture Nassau as the Amelia Island Book Festival representative for a two-year term ending June 2020.

Caroline Best, City Clerk	05/17/2018
---------------------------	------------

Nicole Bednar, Administrative Services Manager	05/17/2018
--	------------

Dale Martin, City Manager	05/21/2018
---------------------------	------------

Date: May 15, 2018

Submitted By: Kim Briley, Deputy City Clerk

COMMISSION ACTION: Approve

Kim Briley

From: Scott Mikelson
Sent: Tuesday, April 03, 2018 7:58 AM
To: Kim Briley
Cc: Marge Powell
Subject: FW: Membership Renewal for AIBF

Kim,
FYI, please see below.

Scott Mikelson CPRP,
2500 Atlantic Avenue
Fernandina Beach, FL 32034
Phone: 904-310-3356
Fax: 904-310-3462
Web-Site: www.fbfl.us



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From: John Ruis [<mailto:johnruis1@aol.com>]
Sent: Monday, April 02, 2018 9:49 PM
To: Scott Mikelson
Cc: franshea@comcast.net
Subject: Membership Renewal for AIBF

Scott Mikelson CPRP
Arts & Culture Nassau
2500 Atlantic Ave.
Fernandina Beach, FL 32034

Mr. Mikelson,

Please accept this request for 2018 membership renewal for Fran Shea to represent the Amelia Island Book Festival in the Arts & Culture Nassau organization. Thank you for your consideration of this request.

John Ruis, President
Amelia Island Book Festival

ARTS AND CULTURE NASSAU

ARTS AND CULTURE NASSAU				
Meeting: First Monday, 12:00pm at the Atlantic Avenue Recreation Center				
Appointment Date	NAME	ADDRESS	TELEPHONE	TERM
7/16	Diane Withrow Withrow31@aol.com	Island Art Assoc/ Gallery Representative 96136 Marsh Lakes Drive Fernandina Beach, Fla. 32034	556-6457	2 yrs- 07/2018
2/18	Peggy Strickland Peggydawg53@gmail.com	Amelia Community Theater 209 Cedar Street (W)	(678) 316-6412	2 yr- 2/2020
12/16**	Marsha Joyner House917@aol.com	Amelia Island Chamber Music Festival 368 Sargasso Street Fernandina Beach, Fla 32034	491-4942	2 yrs- 12/2019
10/15	Fran Shea franshea@comcast.net	Amelia Island Book Festival P.O. Box 15286 Fernandina Beach, Fla 32035	206-0205	2 yrs- 10/2017
2/18	Cathy DeCou kdecou@aol.com	Amelia Island Jazz Festival Representative	310-9177	2 yrs – 2/2020
12/13	Liz Taylor liz@ameliamuseum.org	Amelia Island Museum of History Representative	261-7378 Ext 100	2 yrs - 12/2019
3/17	Nancy Dickson nancyjackathens@hotmail.com	Friends of the Library Representative		2 yr – 3/2019
3/17	At-Large Representative Penny Reid Reipe19@masn.com	Commission Appointed Citizen 1706 Highland Dunes Court FB	(509) 294-3708	2 yrs – 05/2019
	At-Large Representative Sandra Dawson Fiercemedi2009@gmail.com	Commission Appointed Citizen 2835 Ocean Drive A	(832) 416-6996	2 yr –4/30/2019
5/11	Nassau County Representative *Marge Powell margepowel@aol.com	BOCC Appointed	(904) 614-7745	2 yrs – 5/2019
01/17	Nassau County Representative Emily Baumgardner baumgartnere689@gmail.com	BOCC Appointed	(904) 507-9042 (C) (904) 879-3042 (W)	2 yrs – 5/2019
Staff Coordinator: Scott Mickelson, Parks & Recreation NO FINANCIAL DISCLOSURE REQUIRED				
*Chair **Vice Chair Each member shall serve a two (2) year term EFFECTIVE 2/21/17 via Resolution 2017-24				

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Board Member Removal
Arts and Culture Nassau

ITEM TYPE: Board Appointment

REQUESTED ACTION:

SYNOPSIS: Ms. Sandra Dawson is an *at large* member of the Arts and Culture Nassau board appointed by the City Commission. Ms. Dawson does not attend meetings and should be removed from this board to make room for another *at large* member that will serve this board and attend meetings regularly.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: Same as above.

CITY MANAGER RECOMMENDATION(S): N/A

Tammi E. Bach, City Attorney	05/18/2018
Scott Mikelson, Parks and Recreation Manager	05/23/2018
Dale Martin, City Manager	05/29/2018

Date: May 17, 2018

Submitted By: Nicole Bednar, Administrative Services Manager

COMMISSION ACTION:

RE+Update+board+sheet

From: Scott Mikelson <smikelson@fbfl.org>
Sent: Wednesday, April 04, 2018 3:56 PM
To: Tammi Bach; Kim Briley
Cc: Katie Newton
Subject: RE: Update board sheet

Kim,

Can you present this to the commission? Ms. Dawson would rarely come and Ms. Dickson came once or twice. Thank you Kim.

Scott Mikelson CPRP,
2500 Atlantic Avenue
Fernandina Beach, FL 32034
Phone: 904-310-3356
Fax: 904-310-3462
Web-Site: www.fbfl.us

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From: Tammi Bach [mailto:tbach@fbfl.org]
Sent: Wednesday, April 04, 2018 2:39 PM
To: Kim Briley; Scott Mikelson
Cc: Katie Newton
Subject: RE: Update board sheet

Then Ms. Dawson cannot be removed by board only City Commission can remove Ms. Dawson

Tammi E. Bach, J.D., B.C.S.
Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Ph# (904) 310-3275
Fax# (904) 310-3466

RE+Update+board+sheet

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From: Kim Briley <kelliott@fbfl.org>
Sent: Wednesday, April 04, 2018 11:25 AM
To: Tammi Bach <tbach@fbfl.org>; Scott Mikelson <smikelson@fbfl.org>
Cc: Katie Newton <knewton@fbfl.org>
Subject: RE: Update board sheet

Tammi,

That's why I attached the resolution as Ms. Dawson is an At-Large Representative who is appointed by the City Commission and not a representative of an agency.

Kim Elliott-Briley, MMC
Deputy City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Fla. 32034
Phone 904-310-3117
Fax 904-310-3454
www.fbfl.us

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From: Tammi Bach [mailto:tbach@fbfl.org]
Sent: Wednesday, April 04, 2018 10:48 AM
To: Kim Briley; Scott Mikelson
Cc: Katie Newton
Subject: RE: Update board sheet

The Board Member's organization can replace that Board member with another without Commission approval. If I remember correctly, Arts & Culture has organization's represented not individual board members?

Tammi E. Bach, J.D., B.C.S.
Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Ph# (904) 310-3275
Fax# (904) 310-3466

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From: Kim Briley <kelliott@fbfl.org>
Sent: Wednesday, April 04, 2018 10:26 AM
To: Scott Mikelson <smikelson@fbfl.org>; Tammi Bach <tbach@fbfl.org>
Cc: Katie Newton <knewton@fbfl.org>
Subject: RE: Update board sheet

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Scott,

I thought we talked about this before and since Sandra is appointed by the CC I don't know that the board can just vote her off. Need to look at the Resolution as the CC may need to take that official action.

Tammi,

Your thoughts.?

Kim Elliott-Briley, MMC
Deputy City Clerk
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Fla. 32034
Phone 904-310-3117
Fax 904-310-3454
www.fbfl.us

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From: Scott Mikelson
Sent: Wednesday, April 04, 2018 10:11 AM
To: Kim Briley
Subject: RE: Update board sheet

Sandra was voted off because she would never show up. Nancy Dickson came a couple of times and then stopped coming. We have reached out to Friends of the Library to get a new member.

Scott Mikelson CPRP,
2500 Atlantic Avenue

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Fernandina Beach, FL 32034

Phone: 904-310-3356

Fax: 904-310-3462

Web-Site: www.fbfl.us

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From: Kim Briley

Sent: Wednesday, April 04, 2018 9:47 AM

To: Scott Mikelson

Subject: RE: Update board sheet

Sure but when did Sandra Dawson and Nancy Dickson come off?

Kim Elliott-Briley, MMC

Deputy City Clerk

City of Fernandina Beach

204 Ash Street

Fernandina Beach, Fla. 32034

Phone 904-310-3117

Fax 904-310-3454

www.fbfl.us

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From: Scott Mikelson
Sent: Wednesday, April 04, 2018 9:36 AM
To: Kim Briley
Cc: Amy Crane; Cathy DeCou; Diane Withrow; Emily Baumgartner; Fran Shea; Liz Taylor; Marge Powell;
Marsha Joyner; Peggy Strickland; Penny Reid
Subject: Update board sheet

Kim,
When you get a moment could you update the attached board sheet. Sandra Dawson or Nancy Dickson on not on the board as well, could you remove them? I forwarded you an email regarding Fran so that will have to be added once the Commission gives approval. Thank you Kim.

Scott Mikelson CPRP,
2500 Atlantic Avenue
Fernandina Beach, FL 32034
Phone: 904-310-3356
Fax: 904-310-3462
Web-Site: www.fbfl.us
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RESOLUTION 2017-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2016-69 PERTAINING TO ARTS AND CULTURE NASSAU BY AMENDING THE NUMBER OF VOTING MEMBERS; ALLOWING MEMBER ORGANIZATIONS TO BE AMENDED; ESTABLISHING A QUORUM; ESTABLISHING TWO YEAR TERMS FOR ALL MEMBERS; ALLOWING ALTERNATE MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Arts and Culture Nassau serves as a liaison between the City and the arts community to promote awareness, appreciation, enjoyment and the enhancement of arts programs and facilities; and

WHEREAS, Arts and Culture Nassau wishes to amend Resolution 2016-69 by amending the number of voting members, allowing member organizations to be amended, establishing a quorum, establishing two year terms for all members and allowing alternate member organizations.

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

SECTION 1. The City Commission hereby amends the membership of Arts and Culture Nassau and shall be administered through the City Commission and is responsible for adhering to the following:

a. ~~Organization; Quorum; Officers:~~

~~The Arts and Culture Nassau shall be comprised of eleven (11) regular members, two (2) At Large members who are citizens appointed by the City Commission but represent no particular organization; one (1) representative from each of the following organizations: the Amelia Community Theatre; the Island Art Association; Amelia Book Island Festival; Amelia Island Chamber Music Festival; Amelia Island Jazz Festival; Amelia Island Museum of History; Friends of the Library of Nassau County; and two (2) non-voting members recommended by the Board of Commissioners of Nassau County to the City Commission. Each of the seven (7) representatives shall be nominated by their own respective organization to the City Commission and shall serve without compensation. A quorum of the Council shall consist of five (5) of the voting members. The Council shall elect from its membership a Chairperson and Vice Chairperson. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson.~~

~~The Council shall meet at a regularly set date, time and location established by the Council. The Council shall be subject to the public meeting laws and the public records laws.~~

a. Organization; Quorum; Officers.

The Arts and Culture Nassau shall be comprised of 11 voting members. Members shall be drawn from a list of seven (7) organizations chosen from a list of the non-profit arts and culture organizations in Fernandina Beach. This list may be amended as organizations change. There shall be two (2) members designated by Nassau County. In addition there shall be two (2) City Resident at-large members.

Each of the member representatives shall be nominated to the City Commission by their own respective organization and shall serve without compensation. A quorum of the board shall consist of six (6) of the voting members.

Each member shall serve a two (2) year term. An organization may designate an alternate to their regular member representative. The alternate will be empowered to act in the absence of the regular representative.

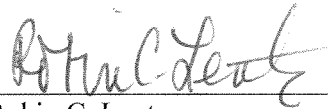
The board shall elect from its membership a Chairperson and Vice-Chairperson. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the chairperson.

The board shall meet at a regularly set date, time and location established by the board.

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

ADOPTED this 21st day of February, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Mayor – Commissioner

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT:

Resolution 2017-24

Amending Resolution 2016-69 - Arts and Culture Nassau Membership

ITEM TYPE:

☐

Ordinance

☒

Resolution

☐

Other

☐

Proclamation

☐

Presentation

REQUESTED ACTION: **Approve Resolution 2017-24**

SYNOPSIS: Arts and Culture Nassau is a City Commission appointed committee and receives staff support from the Parks and Recreation Department.

Arts and Culture Nassau wishes to amend Resolution 2016-69 by: amending the number of voting members; amending member organizations; establishing a quorum; and establishing two-year terms for all members.

FISCAL IMPACT: N/A

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

☐

Beach Safety

☐

Alachua Street

☐

Soccer Field Lighting

☐

Stormwater

☐

Downtown Density

☐

Opportunity

☐

ADA Improvements

☒

Departmental

☐

Consideration

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-24. *DEM*

DEPARTMENT DIRECTOR

Submitted by: Nan S. Voit

Date: 1/22/17

Director of Parks and Recreation

CONTROLLER

Approved as to Budget Compliance

Date:

CITY ATTORNEY

Approved as to Form and Legality *TEB*

Date: 2/3/17

CITY MANAGER

Approved Agenda Item for 2/21/17 *DEM*

Date: 2/3/17

COMMISSION ACTION:

☒

Approved As Recommended

☐

Disapproved

☐

Approved With Modification

☐

Postponed to Time Certain

☐

Other

☐

Tabled

Approved at the City Commission
Regular Meeting
held on *2/21/17*
Voted: *5-0* Initial: *KB*