

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/29/2021

Contract/Lease Control #: C11-1923-PUR

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FNBT.COM BANK

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/01/2011

Expiration Date: 11/01/2014 W/AUTO RENEWALS

Description of: ATMS LOCATED @ NEW JUDICIAL & CRESTVIEW COURTHOUSE

Department: PUR

Department Monitor: HYDE

Monitor's Telephone #: 850-689-5960

Monitor's FAX # or E-mail: JHYDE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: November 29, 2011

Contract/Lease Control #: #C11-1923-PUR

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: FNBT.COM BANK

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 11/01/2011

Expiration Date: 11/01/2014

Description of Contract/Lease: ATMS LOCATED @ NEW JUDICIAL & CRESTVIEW COURTHOUSE

Department Manager: PUR

Department Monitor: R. BRANNON

Monitor's Telephone #: 689-5960

Monitor's FAX # OR E-Mail: RBRANNON@CO.OKALOOSA.FL.US

Date Closed: \_\_\_\_\_

Remarks:

Cc: Finance Dept Contracts & Grants Division



SOUTNAT-01

JCOTTINGHAM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/9/2020

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 Fisher Brown Bottrell Insurance, Inc. 7522 Front Beach Road, 2nd Floor Panama City Beach, FL 32407	CONTACT NAME: James Cottingham	
	PHONE (A/C, No, Ext): (850) 785-7407	FAX (A/C, No): (601) 208-8391
E-MAIL ADDRESS: jcottingham@fbbins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great Northern Insurance Company		20303
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Southern National Banks Inc FNBT Bank PO Drawer 1327 Fort Walton Beach, FL 32549
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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 WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			36048034	5/10/2020	5/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 EMPLOYEE BENEFIT \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			73609118	5/10/2020	5/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For: (2) ATMs at the Destin-Fort Walton Beach Airport

**CONTRACT #: C11-1923-PUR**  
**FNBT BANK**  
**ATMS AT NEW JUDICIAL & CRESTVIEW COURTHOUSE**  
**EXPIRES: 11/01/2014 W/AUTO 36 MO RENEWALS**

CERTIFICATE HOLDER Okaloosa County BCC 302 Wilson Street, Suite 301 Crestview, FL 32536	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>Robert C. McJannet</i>
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**FNBT.COM BANK**  
**ATM Placement Agreement**

THIS AGREEMENT is entered into this 1st day of November 2011 by Okaloosa County Board of County Commissioners and between FNBT.COM BANK, its primary business location being 29 North Eglin Parkway, Fort Walton Beach, Florida and Okaloosa County Board of County Commissioners, it's primary business location being the Okaloosa County Courthouse Annex Extension at 1940 Lewis Turner Blvd, Ft Walton Beach, FL 32547 and the Okaloosa County Courthouse at 101 E. James Lee Blvd, Crestview, FL 32536.

THE EFFECTIVE DATE OF THIS AGREEMENT is the date of installation.

FNBT.COM BANK shall provide Merchant with an Automated Teller Machine(s) (ATM(s) for placement in the agreed-upon locations. This agreement shall be a revenue-sharing agreement for a period of thirty-six (36) months and shall automatically renew for an additional thirty-six (36) months thereafter, unless either party notifies the other in writing thirty (30) days prior to the expiration of this original agreement or renewal period. The merchant location must average one hundred (100) ATM transactions monthly after the date of installation. If the merchant location fails to meet the one hundred (100) ATM transactions monthly, FNBT.COM BANK at its sole discretion will have the option of removing the ATM(s) from merchant's premises and terminating this agreement

**1. Terms of Agreement:**

**1.1 FNBT.COM BANK shall provide the following**

- Installation of an Automated Teller Machine(s) ATM(s)
- Toll-free telephone number to facilitate free dial up access
- Processing of all ATM card Transactions
- Appropriate signage to inform Merchant's client the Merchant has an ATM on premises.
- Hardware support for ATM(s) located at Merchants business, including both parts and labor, excluding cleaning and receipt paper replenishment
- Supplies including receipt paper and national network decals
- Customer Service/ Help Desk.
- Balancing of ATM(s), transaction and volume reporting and ATM settlement with both the Switch Networks and Merchant
- Cash and Cash replenishment services for the above mentioned ATM(s)

**1.2 Merchant shall provide the following**

- High visibility for location of ATM(s), said location must be inside Merchant premises with air conditioned space, unless specifically waived in writing by FNBT.COM BANK
- 110 VAC electrical outlet located with 36 inches of location of ATM(s) in Merchant premises
- A dedicated phone line within 36 inches of location of ATM(s) in Merchant premises. Said phone line will be terminated with a RJ-11 phone jack
- Reasonable access during Merchants normal business hours to FNBT.COM BANK service personnel for machine maintenance.
- Merchant will keep ATM(s) clean and all access to ATM reasonably free, safe and in an orderly fashion.

### 1.3 Merchant Agrees:

- To provide FNBT.COM BANK with an exclusive right to place ATM(s) in Merchant's premises and to not allow any other ATM cash dispensing or Receipt Dispensing equipment to be installed at merchant's business location with the exception of a POS device to be used in drive thru and front counter windows.
- To complete a Federal Request for Taxpayer Identification Number and Certification (W-9) and return to FNBT.COM BANK prior to issuance of any transaction payments.
- That the machine is bolted to the floor for safety purposes and will not hold FNBT.COM BANK responsible for damage to the floor, surface or carpet or to merchant's premises or any equipment or fixture of any kind resulting from installation of ATM(s).
- That the machine placed with Merchant is the sole and exclusive property of FNBT.COM BANK.
- To indemnify, hold harmless and defend, at its sole cost and expense, FNBT.COM BANK against and from any and all claims, suits, actions or proceedings for damages, liability, losses, fines, penalties or expenses.
- To waive claim and hold harmless FNBT.COM BANK for any and all loss of commission, loss of income, or other damages due to the reasonable termination of this agreement between FNBT.COM BANK and Merchant.
- That either FNBT.COM BANK or its representatives have made no representation regarding projected or potential income or expenses.
- To permit FNBT.COM BANK to place signage as permitted by local ordinance.

### 2. Compensation:

- FNBT.COM BANK shall receive all revenue generated by the terminal through processing of transactions or otherwise.
- Upon installation of the ATM system and on a quarterly basis, Merchant will receive \$.50 of the convenience fee revenue from ATM transactions made at the merchant location.
- FNBT.COM BANK shall receive the **remainder** of the convenience fee revenue generated from ATM transactions made at the Merchant location.
- Merchant expressly acknowledges that not all card issuers allow convenience fees on their instruments and that the total number of transactions may therefore be greater than the number of qualifying transactions with convenience fees.
- Revenue sharing payments shall be mailed by U.S. Postal Service to Merchant by the last day of the month succeeding the quarter in which fees were generated unless delayed by journal reconciliation or circumstances beyond the immediate control of FNBT.COM BANK (i.e., revenue generated by transactions processed in the 1<sup>st</sup> quarter will be paid by April 30<sup>th</sup>.)

### 3. Scope of Relationship

- Both parties agree that this agreement is in no way intended to create a partnership, nor shall this agreement be construed as a partnership.

**4. Termination**

- Upon receipt of notice from FNBT.COM BANK of its intention to terminate this agreement, Merchant agrees to allow FNBT.COM BANK entry to its premises to remove the ATM(s) and any signage within seven (7) days of FNBT.COM BANK's termination notice to the Merchant. Failure by FNBT.COM BANK to remove ATM(s) or any signage within seven (7) days does not revoke any of FNBT.COM BANK rights to enter the premises and remove the ATM(s) and ATM signage.

**5. Jurisdiction**


- This Agreement is governed by the laws of the State of Florida. Jurisdiction and venue for any claim or cause of action between the parties under this Agreement shall be in Okaloosa County.

**6. Miscellaneous**

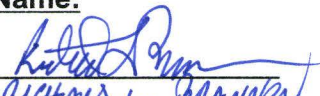
- Merchant acknowledges that it has not been induced to enter into this agreement by any representation or warranty not set forth in this agreement. This agreement contains the entire agreement of the parties with respect to the subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This agreement shall not be modified in any way except in writing executed by both parties.
- Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given if delivered personally or if delivered by overnight commercial courier or by first class mail, or postage prepaid, to the party to whom the notice or communication is directed at the address specified above. Any notice or other communication shall be deemed to be given when it is personally delivered or as the date it is delivered to the commercial courier or placed in the mail, as the case may be, as herein specified; provided that a notice not given as herein specified, if it is in writing, shall be deemed to be delivered upon actual receipt by the party to whom it is addressed.
- This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

**FNBT.COM BANK:**

Signature:   
 Name: Tracy Lott  
 Title: EVP/Operations  
 Date: 11/28/11

**Merchant Name:**

Signature:   
 Name: Richard L. Brannen  
 Title: Purchasing Director  
 Date: 11-28-11

**FNBT.COM BANK**

**ATM Placement Accounts Payable Worksheet**

Date of Installation: \_\_\_\_\_

ATM model installed: \_\_\_\_\_

ATM Serial Number: \_\_\_\_\_

**CUSTOMER INFORMATION**

OKALOOSA COUNTY BOARD OF  
**Business Name:** COUNTY COMMISSIONERS **Contact:** RICHARD BRANSON, PURCHASING DIRECTOR


**Business Phone #:** 850-689-5960 **Business Fax #:** 850-689-5970

**Address:** City/State/Zip: 602 C. NORTH PEARL STREET  
CRESTVIEW, FL 32536

<sup>FED</sup>**Tax ID Number:** 59-6000765 **Incorporated:**  Yes  No **GOVERNMENT AGENCY**

STATE TAX EXEMPT # 85-8012622247C-9

**The Taxpayer Identification Number shown above is my correct taxpayer identification number.**

**Customers Signature:**  **Date:** 11-08-11

THIS WORKSHEET COVERS TWO MACHINES. ONE IN THE NEW OKALOOSA COUNTY JUDICIAL BUILDING IN FWBEACH AND ONE IN THE OKALOOSA COUNTY COURTHOUSE IN CRESTVIEW, FL

**METHOD OF PAYMENT**

**Quarterly Check or Direct Deposit with FNBT.COM BANK**

**If Direct Deposit – FNBT.COM BANK Account Number:**

**Negotiated Revenue Sharing per transactions: \$ ,50**

CHECK TO BE MADE PAYABLE TO: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

CHECK SHOULD BE MAILED TO: OKALOOSA COUNTY FINANCE DEPARTMENT  
302 NORTH WILSON STREET SUITE 203  
CRESTVIEW, FL 32536

**Send copy of form to Accounts Payable**

**Maintain Original Form in Customer File**