

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/10/2021
Contract/Lease Control #: C17-2529-COR
Procurement#: NA
Contract/Lease Type: AGREEMENT
Award To/Lessee: FNBT BANK
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 03/03/2017
Expiration Date: 03/02/2022
Description of: ATM AT CORRECTIONS
Department: COR
Department Monitor: ESMOND
Monitor's Telephone #: 850-689-5690
Monitor's FAX # or E-mail: EESMOND@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

February 17, 2021

CONTRACT#: C17-2529-COR
FNBT BANK
ATM AT CORRECTIONS
EXPIRES: 03/02/2022

FNBT.COM BANK
ATTN: Jimmy Tucker
29 N Eglin Pkwy
Fort Walton Beach, FL 32548

RE: Contract Renewal C17-2529-COR

Dear: Mr. Tucker

The Okaloosa County Department of Corrections agrees to renew the subject contract/lease, #C17-2529-COR for an additional term. The contract renewal period will be 03/04/2021 to 03/03/2022. The annual budgeted amount for this contract is \$ ~1000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: _____

Contractor: FNBT.COM Bank

Approved By: _____
(as prescribed below on item 1)

Approved By: _____

Approved By: _____
(as prescribed below on item 1)

Title: E.V.P.

Date: _____

Date: 2-25-2021

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.



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

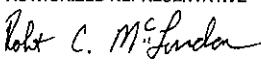
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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
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"/> PRO-JECT <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 - COMPI/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			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) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 #: C17-2529-COR
FNBT BANK
ATM AT CORRECTIONS
EXPIRES: 03/02/2021 W/ ONE
YEAR RENEWALS**

CERTIFICATE HOLDER Okaloosa County BCC 302 Wilson Street, Suite 301 Crestview, FL 32536	CANCELLA 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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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/30/2020

Contract/Lease Control #: C17-2529-COR

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FNBT BANK

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/03/2017

Expiration Date: 03/02/2021 W/1 YR RENEWALS

Description of ATM AT CORRECTIONS

Department: COR

Department Monitor: ESMOND

Monitor's Telephone #: 850-689-5690

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

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: March 6, 2020
 Company: FNBT Bank
 Attn: Jimmy Tucker
 Address: 29 N. Eglin Parkway
 City, St, Zip: Ft. Walton Beach, FL 2548
 RE: C172529COR Contract Renewal

CONTRACT#: C17-2529-COR
 FNBT
 ATM @ CORRECTIONS
 EXPIRES: 03/02/2021 W/1 YR RENEWALS

Dear: Mr. Tucker

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C172529COR for an additional term. The contract renewal period will be March 4, 2020 to March 3, 2021. The annual budgeted amount for this contract is \$~1,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director: Eric Emerald
 Signature: _____

Date: 3/9/20

Approved By: Jeffrey A. Hyde
 (as prescribed below on item 1)

Date: 03/30/2020

Approved By: _____
 (as prescribed below on item 1)

Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: FNBT Bank

Approved By: [Signature]

Title: EVP

Date: 3/17/2020

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/03/2017

Contract/Lease Control #: C17-2529-COR

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FNBT, BANK

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/03/2017

Expiration Date: 03/02/2020 W/1 YR RENEWALS

Description of Contract/Lease: ATM AT CORRECTIONS

Department: COR

Department Monitor: VAUGHN

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: SVAUGHN@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



SOUTNAT-01

FBI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/06/2018

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. 7522 Front Beach Road, 2nd Floor Panama City Beach, FL 32407	CONTACT NAME: PHONE (A/C, No, Ext): (850) 785-7404		FAX (A/C, No): (850) 769-5942	
	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : American Guarantee & Liability			26247
INSURED Southern National Banks, Inc. FNBT Bank PO Drawer 1327 Fort Walton Beach, FL 32549	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CPO92446406	05/10/2018	05/10/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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: ATM located at the Okaloosa County Department of Corrections. Holder is an additional Insured in regards to the general liability policy shown.

C19-2529-COR

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road 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. McLondon</i>
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CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>new</u>	Tracking Number: <u>2217-17</u>
Contractor/Lessee Name: <u>FMOJ</u>	Grant Funded: YES ___ NO <u>✓</u>
Purpose: <u>Animal Comichas</u>	
Date/Term: <u>3 yrs</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>COR</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Vaughn</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:	
<u>[Signature]</u>	Date: <u>1-23-17</u>
Purchasing Director or designee	<u>Greg Kisela, Charles Powell, DeRita Mason, Matthew Young</u>

Risk Management Review

Approved as written: <u>with Insurance Requirements attached</u>	
<u>[Signature]</u>	Date: <u>1-31-17</u>
Risk Manager or designee	<u>Laura Porter or Krystal King</u>

County Attorney Review

Approved as written: <u>see email attached</u>	
_____	Date: <u>1-31-17</u>
County Attorney	<u>Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee</u>

Following Okaloosa County approval:

Contracts & Grants

Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, January 31, 2017 10:43 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: New Contract for ATM at corrections

Remove the comment and this is approved for legal sufficiency.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, January 31, 2017 11:41 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: New Contract for ATM at corrections

Here it is with changes.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, January 31, 2017 10:04 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: New Contract for ATM at corrections

Change the renewal language to: "After the initial term, this Agreement may be renewed for additional one (1) year terms, upon mutual written agreement by the parties."

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, January 31, 2017 9:37 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: New Contract for ATM at corrections

Attached are my revisions.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, January 31, 2017 8:19 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: New Contract for ATM at corrections

Here are my comments:

You cannot change the legal name of the County from "Okaloosa County, Florida" to "Okaloosa Merchant, Florida". If you want to call the County the Merchant throughout the agreement, in the first paragraph it should read "...Okaloosa County, Florida (hereinafter "Merchant")..."

Are you going to provide for any renewal periods in the contract? If so, add it to where you deleted the automatic renewal.

Username Password

[Forgot Username?](#)
[Forgot Password?](#)
[Log In](#)
[Create an Account](#)

Search Results

Current Search Terms: fnbt* bank*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To [print your complete search results, you can download the PDF and print it.](#)

No records found for current search.

Glossary

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- [GSA.gov](#)
- [USA.gov](#)

THIS AGREEMENT is entered into this 3rd day of March 2017 by and between FNBT BANK, its primary business location being 29 North Eglin Parkway, Fort Walton Beach, Florida and Okaloosa County, Florida, (hereinafter "Merchant) situated at 1250 N. Eglin Parkway, Shalimar, FL 32579.

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

FNBT 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. After the initial term, this Agreement may be renewed for additional one (1) year terms, upon mutual written Agreement by the parties. 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 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 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)

Wireless modem used as the communication to process transactions

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 BANK

110 VAC electrical outlet located with 36 inches of location of ATM(s) in Merchant premises
Reasonable access during Merchants normal business hours to FNBT 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 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 BANK prior to issuance of any transaction payments.

That the machine is bolted to the floor for safety purposes and will not hold FNBT BANK responsible for damage to the floor, surface or carpet or to merchants 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 BANK.

That either FNBT BANK or its representatives have made no representation regarding projected or potential income or expenses.

To permit FNBT BANK to place signage as permitted by local ordinance.

2. COMPENSATION:

FNBT 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 \$0.75 (**seventy-five cents**) of the convenience fee revenue from ATM transactions made at the merchant location.

FNBT 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 BANK (i.e., revenue generated by transactions processed in the 1st quarter will be paid by April 30th.)

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

The Merchant may terminate the Agreement with or without cause by providing sixty (60) days written notice to FNBT. If terminated, FNBT shall be owed for services rendered and equipment provided by up until the point of termination.

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

7. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, FNBT shall indemnify and hold harmless the Merchant, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of FNBT and other persons employed or utilized by FNBT in the performance of this Agreement.

8. ASSIGNMENT

FNBT shall not assign this agreement or any part thereof, without written consent from the Merchant.

9. ENTIRE AGREEMENT & WAIVER

This agreement between the parties and supersedes all prior oral or written agreements. FNBT acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the Merchant to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the Merchant thereafter to enforce such provisions.

10. SEVERABILITY

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

11. INDEPENDENT CONTRACTOR

FNBT enters into this agreement as, and shall continue to be, an independent contractor. All services shall be performed only by FNBT and FNBT employees. Under no circumstances shall FNBT or any of FNBT's employees look to the Merchant as his/her employer, or as partner, agent or principal. Neither FNBT, nor any of FNBT's employees, shall be entitled to any benefits accorded to the Merchant's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. FNBT shall be responsible for providing, at FNBT's expense, and in FNBT's name, unemployment, disability, worker's

compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this agreement.

12. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof, a third party beneficiary under this agreement, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

13. AUDIT PROVISIONS

The Merchant and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the FNBT with the terms, conditions, obligations, limitations, restrictions and requirements of this agreement and such right shall extend for a period of three (3) years after termination.

14. REPRESENTATION OF AUTHORITY TO AGREEMENT/SIGNATORY

The individual signing this agreement on behalf of the FNBT represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. The FNBT represents and warrants to the Merchant that the execution and delivery of the agreement and the performance of FNBT's obligations hereunder have been duly authorized and that the agreement is a valid and legal Agreement binding on the FNBT and enforceable in accordance with its terms.

15. TAXES

FNBT agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this agreement when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the Merchant. FNBT further agrees that it shall protect, reimburse and indemnify Merchant from and assume all liability for its tax and assessment obligations under the terms of the agreement.

16. PUBLIC RECORDS

IF THE FNBT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FNBT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

FNBT must comply with the public records laws, Florida Statute chapter 119, specifically FNBT must:

- a. Keep and maintain public records required by the Merchant to perform the service.
- b. Upon request from the Merchant's custodian of public records, provide the Merchant with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the FNBT does not transfer the records to the Merchant.
- d. Upon completion of the agreement, transfer, at no cost, to the Merchant all public records in possession of the FNBT or keep and maintain public records required by the Merchant to perform the service. If the FNBT transfers all public records to the public agency upon completion of the agreement, the FNBT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FNBT keeps and maintains public records upon completion of the agreement, the FNBT shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

17. NOTICE

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the Merchant shall be:

Stefan Vaughn
Corrections
1200 East James Lee Blvd
Crestview, FL 32539
Phone: 850-689-5690
Email: svaughn@co.okaloosa.fl.us

The authorized representative(s) for FNBT will be:

Jimmy Tucker
29 N. Eglin Parkway
Ft. Walton Beach, FL 32548
Phone: 850-796-2000


Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@co.okaloosa.fl.us


Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

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

FNBT BANK:

Signature: 
Name: Jimmy Tucker
Title: EVP/Chief Information Officer
Date: 2/21/2017

Okaloosa County, Florida

Signature: 
Name: Greg Kisela
Title: Purchasing Director
Date: 3/3/17

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All Insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability Insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits

of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
5. Respondent shall agree to keep in continuous force Commercial General Liability coverage.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2017

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. 7522 Front Beach Road, 2nd Floor Panama City Beach, FL 32407	CONTACT NAME: PHONE (A/C, No, Ext): (850) 785-7404 FAX (A/C, No): (850) 769-5942 E-MAIL ADDRESS:																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Guarantee & Liability</td> <td></td> <td>26247</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : American Guarantee & Liability		26247	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																						
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INSURER F :																						
INSURED Southern National Banks, Inc. FNBT Bank PO Drawer 1327 Fort Walton Beach, FL 32549																						

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		CPO924464204	05/10/2016	05/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> 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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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: ATM located at the Okaloosa County Department of Corrections. Holder is an additional insured in regards to the general liability policy shown.

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County Department of Corrections Attn: Joanne Kublik 1200 E James Lee Blvd Crestview, FL 32539	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 