



FIRST FEDERAL BANK

DEPOSITORY SERVICES MASTER AGREEMENT

THIS DEPOSITORY SERVICES MASTER AGREEMENT (the “Agreement”) effective the _____ day of May, 2019 by and between the **CITY OF FERNANDINA BEACH, FLORIDA** (hereinafter, the “City” or “you”) and **FIRST FEDERAL BANK** (hereinafter “First Federal”, “we” or “us”) contains the terms and conditions (the “Terms”) that apply to the depository services provided by First Federal to the City. This Agreement is to be read in conjunction with the Business Relationship Application and Agreement which contains general terms governing your deposit accounts, as well as the eCorp Master Agreement and related agreements for specific eCorp services which govern access to certain business services. Your request or use of any of the depository services covered by this Agreement constitutes your agreement to and acceptance of these Terms.

- 1) **Term.** The term of the Agreement is a five (5) year period commencing May 15, 2019 to and including May 14, 2024. The Agreement shall automatically renew for two consecutive (1) one-year terms unless written notice of non-renewal is provided by City 60 days prior to the ending date of the initial term or any renewal term. In the event of default by First Federal, the City may procure banking services from other sources. Either party may terminate this Agreement upon sixty (60) days’ written notice to the other party.
- 2) **Services.** First Federal will provide banking services (the “Services”) to the City as shown on Attachment “A” hereto. The City may decide which of our services you wish to receive. Some Services may require the completion of an application, enrollment form or separate agreement. Applications, enrollments and requests are subject to our approval.
- 3) **Crediting Earnings and Analysis Fees.** First Federal will provide all Services to the City at no charge provided combined ledger balances are maintained at \$5,000,000 or more. The City will earn interest on all balances in excess of \$5,000,000 at the per annum rate of .88%. Accrued earnings will be credited monthly. First Federal reserves the right to charge analysis fees in accordance with the fee scheduled appended hereto as Attachment “B” if combined ledger balances of \$5,000,000 or more are not consistently maintained. Account statements for all depository accounts will be provided to City within five (5) business days following month-end.
- 4) **Public Depository.** First Federal has provided to City evidence of certification as a Qualified Public Depository and agrees to comply with the Florida Statutes as they relate to the depositories for public funds including, without limitation Chapters 17, 136, 218, 280 and 658.
- 5) **Banking Days and Processing Schedules/Cut-off Times.** A Banking Day is defined as Monday – Friday, excluding Federal bank holidays and any other day we are not actually open for business. Processing Schedules/Cut-off times are generally Close of Business Monday – Friday for transactions conducted at a branch or drive-thru and 7:00 PM for

deposits made through eDeposit remote deposit capture. We may change Processing Schedules/Cut-off times and will provide notice of any changes to you.

- 6) **Operating Procedures.** The City agrees to comply and to remain in compliance with all applicable federal, state and local laws, rules, regulations, ordinances and determinations of governmental authorities (referred to herein as “Requirements of Law”) including, but not limited to, the Gramm-Leach-Bliley Act, Electronic Funds Transfer Act, the Bank Secrecy Act, the USA PATRIOT Act and all rules, regulations and obligations with respect to programs administered by the Office of Foreign Assets Control or the U.S. Department of Treasury’s Financial Crimes Enforcement Network. You agree not to (i) re-sell or otherwise make our Services available to others; or (ii) use our Services in any way that damages or violates the rights of any third party, that violates Requirements of Law, or that will subject us or our contractors to investigation, prosecution or legal action. To the extent that the Services we provide involve the use of clearing systems (such as the Federal Reserve System) or other networks or associations, including VISA, MasterCard or the National Automated Clearing House Association (such systems, networks and associations being referred to collectively herein as “Associations”) you agree that Services are provided subject to the rules, regulations and guidelines of the Associations, with which you agree to comply. You understand and agree that we are not responsible for the acts or omission of any Association, (including, for example an Association’s failure to satisfy a customary service level that affects our performance) or of any other member of any Association. Nothing in this Agreement shall be construed to diminish, restrict or otherwise reduce the obligations of any party to this Agreement under relevant Association rules.
- 7) **Service Availability and Standard of Care.** While we make every attempt to ensure the Services are available for your use, from time to time the Service(s) may be unavailable temporarily due to system maintenance or technical difficulties, including but not limited to, those of the given Internet service provider, cellular service provider, or Service software. We have certain obligations to you under applicable law. In addition, we agree to use ordinary care in performing Services. That obligation shall be measured by the reasonableness of banking procedures established for the transaction involved and general banking usage in the local area serviced by us.
- 8) **Access to Technology.** If we provide or permit you to access hardware, software, documentation, systems or other technology or intellectual property (“Technology”), you agree that we and/or our suppliers retain all intellectual property rights in the Technology. You further agree: (i) to use the Technology solely for the purposes of accessing or using our Services; (ii) to maintain the confidentiality of the Technology and not to copy, transfer or disclose the Technology; (iii) not to attempt to circumvent any use or access limitations contained in the Technology, nor to access any system, file, software or service other than those specifically made available by us and not to translate, reverse engineer, disassemble or decompile any Technology; (iv) to limit Technology access to those of your Personnel who have a need to have such access in connection with your receipt of Services from us; (v) to use the Technology in accordance with its documentation and all relevant security policies and procedures; and (vi) to return any and all copies of the Technology to us on request. Technology is provided to you on an “AS IS” basis and for purposes of this Agreement will be considered part of the “Services.” You agree to be responsible for misuse of Technology by your Personnel or by third parties to whom your Personnel may disclose their User IDs and/or passwords. You agree to cooperate with us in the investigation of any apparent unauthorized use of or access to our Technology by any person using a User ID or password assigned to you or who otherwise appears to have accessed our Technology through your systems.

- 9) **Security Procedures.** You will use user IDs and passwords to access the Services; and in some cases, additional security processes (together “logon credentials”). You agree to keep, and to require your personnel to keep, your logon credentials secret. You agree to prevent unauthorized access to your systems. You agree to notify us immediately if your logon credentials or those of your personnel are lost or stolen, if you believe someone else has discovered your logon credentials or those of your personnel, if you suspect there has been a breach of your computer system or if a device used for a Service is lost or stolen. We are authorized to provide Services to, release your account information to, and accept as authentic any instructions given to us by, any person who has entered a User ID and password assigned to you. You acknowledge that you are responsible for all acts and omissions of your personnel. As between you and us, you agree to accept sole responsibility for losses attributable to the acts or omission of your personnel.
- 10) **Assignment of Services.** First Federal will not assign any of the Services without the City’s prior written approval. The City shall reserve the right to eliminate individual services if the charges associated with the services are considered by the City to be excessive.
- 11) **Force Majeure.** Neither party is responsible for any failure or delay in performance caused by Act of God, strike, flood, fire, war, public enemy, any electrical, equipment or communications failure, third party act or omission, operation of any adverse governmental law, ruling, regulation, order or decree or any other event beyond its reasonable control.
- 12) **Notices.** All notices pertaining to matters in this Agreement shall be delivered to the parties via U.S. Certified Mail – Return Receipt Requested at the following addresses:

First Federal Bank
 Attn: Pam Hitt, Sr. Ex. Vice Pres. & COO
 4705 W. US Highway 90
 Lake City, FL 32055

City of Fernandina Beach
 Attn: Pauline Testagrose, CPA, Comptroller
 204 Ash Street
 Fernandina Beach, FL 32034

- 13) **Entire Agreement and Governing Law.** This Agreement: (i) constitutes the entire agreement with respect to the subject matter hereof; (ii) shall be binding upon and inure to the benefit of the parties and their successors and assigns; (iii) may not be assigned by either party without the other party’s written consent; and (iv) shall be governed by and construed in accordance with the laws of the State of Florida.

FIRST FEDERAL BANK

CITY OF FERNANDINA BEACH

By: _____
 Pam Hitt, Sr. Ex. Vice Pres. & COO

By: _____
 Print Name/Title: _____

ATTACHMENT “A”

ELITE PUBLIC FUNDS CHECKING ACCOUNT

First Federal’s high volume Elite Public Funds Checking Account is designed for entities that write and deposit more than 300 items per month. Included with this account is processing of cash and check deposits, returned checks, deposit corrections, night depository, internal transfer, electronic funds transfer, monthly account statements in hard copy format, including paid item images, and electronic format, per proposal.

OTHER RELATIONSHIP ENHANCEMENTS

Transfer Services

Corporate Internet Banking Transfer Services provides the user with real time account information. Check account balances, move funds between accounts, and create stop payments. Users may also view paid check and statement histories. The system is flexible in that one time internal transfers can be entered or repeat internal transfers can be set up as recurring templates. Scalable security allows varying levels of access to be established ranging from inquiry only to global access. Technical support will be provided at no charge to set up and implement Internet Banking Transfer Services.

Positive Pay Services (Transaction Authorization System)

The Positive Pay system allows businesses to electronically upload a list of issued checks to the bank. Reports are produced daily of any check presented for payment that is not on the authorized list. This service protects against internal fraud and more importantly protects against counterfeit checks that have become very prevalent. Dealing with fraudulent checks lowers staff productivity. Positive Pay automates the review process. Technical support will be provided at no charge to set up and implement Positive Pay.

Wire Transfer Services

The Wire Transfer system allows businesses to enter one time wire transfers or set up recurring templates for wires sent repeatedly. The outgoing wire fee is discounted by 50% when you initiate wire transfers using the online Wire Transfer Service. Scalable security facilitates separation of duties so you may set up user access so no one person has the ability to initiate and send funds without secondary review and authorization. Technical support will be provided at no charge to set up and implement Wire Transfers.

eDeposit (Remote Deposit Capture)

First Federal’s eDeposit remote deposit capture utilizes a desktop scanner provided by the bank at no cost that connects to your PC and the Internet. With it, you can scan checks and issue deposits electronically to the bank. Make deposits anytime day or night. Save time preparing deposits. Technical support will be provided at no charge to set up and implement eDeposit.

Payroll/Direct Deposit Services

Technical on site support will be provided to assist your staff in implementing direct deposit of payroll. Special presentations will be provided by bank staff to educate employees of the benefits of direct deposit. Your staff would create the direct deposit file either through your payroll software or software First Federal would provide and transmit using Premier e-Corp. The file would be further processed by First Federal through the automatic clearinghouse network (ACH). ACH origination is subject to approval.

Courier Deposit Services

Daily courier deposit pick up services with specified time for pick up.

Lock Box Services

First Federal Lock Box Services reduces the cost of processing payments through automating the crediting of customer accounts and depositing the checks into the designated bank account. The payments would be directed to a designated post office box and collected daily by authorized First Federal staff. These payments would then be processed at First Federal through a system that will capture the account information and create an electronic file that may be imported into your accounting system to credit the customer account for the payment.

Rejects are limited when a list of billings are provided to populate a lookup table to facilitate matching payments to accounts when billing stubs are not included with the check. The same information is utilized to compare the customer account information captured from billing stubs for read accuracy verification.

As the customer information is captured, the check and remittance item is imaged for future reference if needed and the checks will be credited to the designated bank account. There are also reports available for monitoring payment activity.

Merchant Services

Merchant Services is a service provided for the purpose of electronically processing, debit and credit card transactions. There is a \$50 set up fee. Discount rate and transaction fees are based on volume but are generally 3%. Sales are deposited daily, less the discount rate. Equipment may be purchased or leased. Settlement reports show gross sales, discount, net deposit and complete transaction listing.

Visa Credit Card and Debit Card– Business

First Federal offers both Visa Debit and Credit Cards for your business needs. Visa Debit Cards can be issued to appropriate personnel and linked to your primary operating account or a separate checking account created for this purpose. Visa Credit Cards can be provided at the specifications requested in the RFP.

Electronic Event Notice Service

Premier Messenger provides the user the ability to set up automatic notifications when various events occur. The message is sent to users without the use of account numbers for privacy and security purposes. Titles or nicknames are used to help the user identify the account to which the message pertains. Examples of events are check paid, deposited amount, low balance alert or balance notification, etc. Technical support will be provided at no charge to set up and implement Premier Messenger.

Special Employee Benefits

First Federal staff will hold group meetings to explain the benefits of Enhanced Employee Advantage Checking, a special account that will be offered to all your employees, providing unlimited check writing, no monthly service charge for 1 year, and a free Visa Check Card.

Enhanced Employee Advantage Checking is a non-interest bearing checking account designed for employees of entities with an account relationship with First Federal. Low minimum opening deposit of \$50; no minimum daily account balance; Free one box of standard checks per year; Free convenient 24 hour access to account information through Internet and Tele-bank; Free eStatement and internet bill pay; Free instant image debit card with access to more than 55,000 surcharge-free Allpoint Network ATM's nationwide.

Branch Hours

Branch hours vary slightly from branch to branch depending on the needs of the market served. Branch hours are subject to change upon 30 days' notice to our customers. Currently, the First Federal Branch located at 1891 S. 14th Street, Fernandina Beach, Florida, maintains the following hours:

Lobby:	Monday – Thursday	9:00 am – 4:30 pm
	Friday	9:00 am – 6:00 pm
Drive Thru:	Monday – Thursday	8:00 am – 5:00 pm
	Friday	8:00 am – 6:00 pm

ATTACHMENT "B"
SCHEDULE OF SERVICES

Standard Monthly Analysis Fees:

Checks Written (per item)	\$.09
Deposited Items (per item)	\$.09
Deposit Corrections (two free per month).....	\$ 5.00
Coin Wrapping (per roll)	\$.25
Currency Strap (per strap)	\$.60
E-Corp Services:	
Access / Transfers	\$ 4.00
Remote Deposit Capture.....	\$37.00
ACH Origination.....	\$24.00
Positive Pay.....	\$ 4.00
Wire Transfer Access	\$12.00
(10% Discount for E-Corp Bundle including all E-Corp Services)	
Account Maintenance Fee (per account).....	\$ 5.00

Other Per Item Services (Billed through Analysis):

NSF Charge (per item)	\$36.00
Stop Payments (\$5 discount using e-Corp)	\$36.00
Wire Transfers (incoming)	\$10.00
Wire Transfers (outgoing-\$12.50 using e-Corp)	\$25.00
Returned Deposited Items (per item)	\$10.00
Same Day ACH Entries (Pass through charge from FRB per entry).....	\$.52
ACH Deposited Items Returned "Unauthorized" (per item).....	\$14.50

Standard Lock Box Schedule of Services

Per Item Charges

Single items (per item)	0.15
Multiple items (per item).....	0.20
Check only items (per item)	0.25
Rejected items (per item)	0.15
Image archival (check & remittance).....	0.01
Correspondence returned (per item)	1.00
File transmission (per file).....	7.50
Standard batch summary report (per report)	2.00
Post Office box rental (estimate)	45.00
RemitWeb option (per month).....	150.00
One Time Set Up Fee	69.00