

CITIBANK GLOBAL CASH MANAGEMENT SERVICES

CITIBANK, N.A. BANKING AGREEMENT  
CORPORATE RESOLUTION

Exact Name of Corporation: City of Naples

Principal Place of Business: 735 8<sup>th</sup> Street South, Naples, FL 34102

State of Incorporation: Florida

**RESOLVED:**

1. That Citibank, N.A. (the "Bank") be and hereby designated a depository of the funds of this corporation ("Corporation"), and  
City Manager or Finance Director

(If officer(s), designate office(s) only, for example: President, Treasurer, etc.; if person(s) other than officer(s), insert name(s)),

(If two or more are designated, indicate number of signatures required to conduct transactions. If nothing indicated, one will be required.)

is/are hereby authorized (i) to open and close accounts in the name of this Corporation, (ii) to sign for and on the behalf of this Corporation, any and all checks, drafts or other orders with respect to any funds at any time(s) to the credit of this Corporation with the Bank and/or against any account(s) of this Corporation maintained at any time(s) with the Bank, inclusive of any such checks, drafts, or other orders in favor of any of the above-designated officer(s) and/or other person(s), and (iii) to make withdrawals at any time(s) of any such funds or from any such account(s) by any other means authorized by the Bank, including (without limitation) a debit card, a credit card, a terminal or other device or facility providing access to any such funds or account(s), and that the Bank be and hereby is authorized (a) to open and close such accounts; (b) to pay such checks, drafts or orders, and honor such withdrawals, by debiting any account(s) of this Corporation then maintained with if whether or not any of the foregoing creates an overdraft in any account of the Corporation; (c) to receive for deposit to the credit of this Corporation, and/or for collection for the account of this Corporation, any and all checks, drafts, notes or other instruments for the payment of money, whether or not endorsed by this Corporation, which may be submitted to it for such deposit and/or collection, if being understood that each such item shall be deemed to have been unqualifiedly endorsed by this Corporation; and (d) to receive, as the act of this Corporation, any and all stop-payment instructions with respect to any such checks, drafts or other orders as aforesaid and reconciliation(s) of account when given by any one or more of the officer(s) and/or other person(s) as hereinbefore designated.

2. That City Manager or Finance Director

(if officer(s) designate office(s) only, for example President, Treasurer, etc. ;if person(s) other than officer(s), insert name(s)),

(If two or more are designated, indicate number of signatures required to conduct transactions. If nothing indicated, one will be required.)

is/are hereby authorized, for and on the behalf of this Corporation, to transact any and all other business with or through the Bank which at anytime(s) may be deemed by the said officer(s) and/or other person(s) transacting the same to be advisable, including, without limiting the generality of the foregoing, authority to: (a) discount and/or negotiate notes, drafts and other commercial paper; (b) apply for letters or other forms of credit; (c) borrow money, with or without security; (d) assign transfer, pledge or otherwise hypothecate any property of this Corporation; (e) purchase, exchange, sell or otherwise deal in or with any stocks, bonds or securities; (f) execute and deliver agreements for computer services, electronic access agreements, electronic banking and other agreements relative to performance of various financial data, wire transfer and other financial and banking transactions, which may establish special authorizations and limitations pertaining to the accounts to be accessed pursuant thereto different from the authorizations and limitations herein elsewhere contained and to change such special authorizations and limitations from time to time; and (g) in reference to any of the business or transactions herein before in this subdivision "2" referred, to make, enter into, execute and deliver to the Bank such negotiable or non-negotiable instruments, indemnity and other agreements, obligations, assignments, endorsements, hypothecations, pledges, receipts, and/or other documents such as may be deemed by the officer(s) and/or other person(s) so acting to be necessary or desirable.

3. That any and all withdrawals of money and/or other transactions heretofore had in behalf of this Corporation with the Bank are hereby ratified, confirmed and approved, and that the Bank (and any interested third party) may rely upon the authority conferred this entire resolution unless, and except to the extent that, this resolution shall be revoked or modified by any subsequent resolution of the Board, and until a certified copy of such subsequent resolution has been received by the Bank and the Bank has had a reasonable opportunity to act thereon.
  
4. That (i) the Bank is further authorized to honor each check, draft or other order for payment of money (an "Item") drawn in the name of this Corporation, including Items payable to the order of any person authorized to sign on behalf of this Corporation, when bearing or purporting to bear any of the facsimile or printed signatures appearing on a Bank signature card for this Corporation, regardless of by whom or by what means the actual or purported signature may have been affixed thereto or printed thereon; (ii) all previous authorizations for the signing and honoring of Items are hereby ratified and continued in full force effect as amplified hereby, and (iii) this Corporation agrees to indemnify and hold the Bank harmless from and against any and all claims, suits, judgements, losses, costs and expenses (including reasonable attorney's fee(s) that the Bank may incur as a result of the use of such facsimile or printed signatures on Items.
  
5. That the Secretary or/and Assistant Secretary of this Corporation be and hereby is authorized and directed to certify to the bank the names of the present officers of this Corporation and other persons authorized to sign for it, and the offices respectively held by them, together with specimens of their signatures and from time to time as changes in such personnel are made, immediately to certify such changes to the Bank, and the Bank shall be fully protected in relying on such certifications and shall be indemnified and held harmless from any claims, demands, expenses (including reasonable attorney's fees), losses or damages resulting from, or refusing to honor any signature not so certified.  
  
That the Secretary or an Assistant Secretary of this Corporation be and hereby is authorized and directed to certify to the Bank that this resolution has been duly adopted, is in full force and effect and is in accordance with the provisions of the charter.
  
6. That this Corporation acknowledges and agrees that accounts are subject to the Bank's terms and conditions for accounts, a same may be amended from time to time.

**VERIFICATION:**

I, the undersigned, city manager of the above named Corporation, which is duly organized and existing under the laws of Florida and having its principle place of business at the above address, hereby CERTIFY that the above is a true copy of a certain resolution duly adopted by the Council of the said Corporation in accordance with the By-Laws at, and recorded in the minutes of, a meeting of the said Board duly held on December 21, 2005, and not subsequently rescinded or modified.

IN WITNESS WHEREOF, I have this day hereunto subscribed my name and affixed the seal of the said Corporation.

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tara A. Norman

Name: Dr. Robert E. Lee  
City Manager

Title: City Clerk

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

Officer other than Secretary (state title)

Acknowledged by Citibank, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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