

COMPREHENSIVE BANKING SERVICES

THIS AGREEMENT is entered into with the mutual agreement by and between Fifth Third Bank, hereinafter referred to as "**Bank**", with offices located at 999 Vanderbilt Beach Road, Naples, Florida 34108, and the City of Naples, a constitutional governmental agency with principal offices located at 735 8th Street South, Naples, FL 34102-6703 hereinafter referred to as "**City**", dated August 1, 2007.

WITNESSETH:

WHEREAS, Bank engaged in the provision of commercial banking services and is a Qualified Public Depository under the Florida Security Public Deposits Act (Chapter 280 of Florida Statutes)and;

WHEREAS, City of Naples is desirous of using the commercial banking services of Bank, and;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. Bank will supply City of Naples with list of demand deposit accounts and commercial banking services specified in City's Request for Proposals #073-07, Comprehensive Banking Services, which is attached as Appendix A.
2. Bank will provide City of Naples the demand deposit accounts and commercial banking services enumerated in Appendix A for a compensating balance of \$750,000.00 with a 5% increase per year and a flat fee of \$500.00 per month for the fourteen (14) NOW Sweep accounts. The individual charges for each specific service are identified in Bank's Response to Request for Proposal, dated April 25, 2007, which is attached as Appendix A. For balances in excess of the amount needed to support incurred service charges, Bank will provide the City with a repurchase agreement, whereby all daily balances in excess of the amount needed to support incurred service charges will be automatically transferred to an investment account. Collected balances in the repurchase agreement account will earn a minimum interest rate equal to the Federal Funds rate as published in the Wall Street Journal less 25 basis points.
3. Bank will pledge securities of the United States Government or it's agencies for all City funds on deposit.
4. Bank will provide the City with same day funds availability such that all deposits will earn interest through the repurchase agreement from the day of deposit if City's daily collected balance of all demand accounts exceeds the amount needed to support incurred service charges.
5. Bank will provide all commercial banking services listed in Appendix A to any future accounts required by City.

6. The City expressly acknowledges that Bank is an independent contractor and nothing in the Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship allowing the City to exercise control or discretion over the manner or method by which Bank performs hereunder,

7. Bank agrees that as a provision of its independent contractor status that it is responsible for the below listed insurance coverages. Bank will provide the City with original certificate of insurance as proof of coverage. Any lapse, cancellation or reduction in coverages will be considered a material breach.

7.1. Any and all Worker's Compensation arrangements required by the State of Florida.

7.2. Automobile Liability Insurance covering all owned and hired vehicles used in connection with Bank's obligations under this Agreement, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

7.3. Business Liability Insurance protection with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate annually.

7.4. FDIC Insurance of \$100,000 per account.

7.5. Certificate of Qualified Public Depository pursuant to Chapter 280.02(13) Florida Statutes.

8. Bank will assume all costs of operations necessary to carry out its obligations under this Agreement.

9. Bank will indemnify the City against liability for any suits, actions, or claims of any character arising from or relating to the negligence or misconduct of Bank's in its performance under this Agreement.

10. The City has no obligation to provide legal counsel or legal defense to Bank in the event any suit, claim or action of any character brought by any person not a party to this Agreement against Bank as a result of or relating to Bank's failure to perform its duties under this Agreement. Additionally, the City has no obligation for the payment of any judgment or settlement of any claims made against Bank solely as a result of or solely relating to Bank's failures to perform its duties under this Agreement. Bank will give immediate notice to the City of any claim or suit made or filed against Bank on any matter pertaining to this Agreement. However the City will not have any claim against Bank based upon the timeliness of such notice or the failure of Bank to provide such notice, unless the City can demonstrate the untimely notice or its failure to receive notice resulted in a loss to the City, which it would not have otherwise realized. Bank will cooperate, assist and consult with the City in any claim, suit, or action made or filed against the City as a result of or relating to Bank's obligations under this Agreement.

11. If at any time the City shall be of the opinion that the work to be done under this Agreement has been abandoned or delayed by Bank, the City shall notify Bank of such abandonment or delay, in writing, and Bank shall have thirty (30) days to correct said inadequacy to the mutual satisfaction of both parties. Should Bank fail to resolve any service inadequacy within the thirty (30) days allocated, the City shall have the right to terminate this Agreement.

12. With the mutual agreement of the City and Bank, upon receipt and acceptance of not less than thirty (30) days written notice, this Agreement may be terminated on an agreed to date prior to the end of the contract term without penalty to either party.

13. Both parties agree that the nonbreaching party may terminate this Agreement if the nonbreaching party provides the other party with notice of a breach of the Agreement and the breaching party fails to cure such breach within thirty (30) days of receipt of written notice documenting such breach.

14. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming, through the failure of the City of Naples Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. The City will be obligated to reimburse Bank for any services rendered prior to the date of notice of termination.

15. If any provision is determined to be invalid by any court or competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.

16. No waiver or modification by a representative of either party shall be valid to alter, amend or modify this Agreement unless set forth in writing and signed by both parties.

17. Should the City and Bank mutually agree to a change in the scope of this Agreement during the contract term, Bank will be allowed to adjust the contract price by a mutually agreed to amount.

18. The parties agree that this is a Florida contract to be performed in Florida, and further that any litigation arising hereunder shall be brought and completed in Collier County, Florida courts, and further that neither party shall seek to remove such litigation from Circuit Courts or Appellate Courts of the State of Florida by application of conflict of laws or any other removal process to any Federal Court or any court not in Florida.

19. The parties agree that each party is responsible for the payment of all of its own litigation costs, including reasonable attorney fees, arising from disputes under this Agreement.

20. This Agreement may not be assigned by either party without written consent of the other party.

21. This Agreement will commence on the 1st day of August, 2007. The Agreement shall be for an initial 5-year period. The City may exercise the option to extend the contract period two times for one-year periods each. The decision to renew or extend the contract will be at the discretion of

the City. This Agreement may be terminated by either party without cause up to at least 180 days advance written notice by either party.

All notices, requests or other communications hereunder shall be in writing and shall be deemed given when mailed by certified mail, postage prepaid, addressed to the appropriate notice address listed below:

As to City:

City of Naples
735 8th Street South
Naples, Florida 34102
Attn: Ann Marie Ricardi, Finance Director

As to Bank:

Fifth Third Bank
Naples, FL 34102
Attn: Anne Middleton, Public Funds Relationship Manager

22. The parties agree that if one party should commence litigation against the other party, concerning matters other than performance under this Agreement, the responding party may terminate this Agreement, without penalty, upon 30 days written notice to the first party.

24. This Agreement represents the entire agreement between the parties and supersedes all prior understandings and agreements, whether oral or written, between the parties.

IN WITNESS WHEREOF, the parties hereto, each acting through its duly authorized officers have set their hands and seals hereto as of the day and year first written above.

City of Naples:

[Signature]

[Signature]
Witness

Fifth Third Bank

[Signature]

[Signature]
Witness

6/19/07
Date

Attest:
[Signature]
Tara A. Norman, City Clerk

Approved as to form and legality
By [Signature]
Robert D. Pritt, City Attorney

5/30/07
Date

BASIS OF COMPENSATION

A.1.1. As consideration for providing Basic Services as set forth herein in Article I, Section 1.1 of the Agreement, OWNER agrees to pay, and CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as follows:

See Attached Prices and Services Chart

END OF EXHIBIT A.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

XVII. PRICES AND SERVICES CHART

Listed below is a summary of the average monthly volumes for the various types of services currently being utilized by the City. This information was based, on monthly average volumes for the past fiscal year. Volumes are estimated and not guaranteed as minimums or maximums. Additionally the City does have seasonal volumes with monthly around enrollment being the highest. Based on the information contained in this proposal, provide unit charges for the new services. The respondent must use this format, adding any other service fees that will be charges. Additionally, Respondents are requested to provide the information below electronically (Excel is preferred) to the City. Information on additional recommended banking services not covered in the proposal must be added in Attachment 7.

City Of Naples

MINIMUM SERVICES REQUIRED

SERVICE DESCRIPTION	VOLUME	UNIT COST	DESCRIPTION
DMAND DEPOSIT SERVICES			
DEPOSITED ITEM REJECTED	71	\$0.1875	Per pre-encoded or unencoded deposited item that is rejected for bad encoding;
CHECKS PAID/OTHER DEBITS	1,340	\$0.0450	Charged for every paper item or electronic debit that clears the client accounts
DEPOSIT TICKET	247	\$0.3000	Charge per deposit ticket processed by the Bank
DEPOSIT ADJUSTMENT	1	\$6.0000	Charge per adjustment to a deposit; assessed when adjustment done with UDS
EXCESSIVE REJECT SURCHARGE	33	\$0.1000	When a customer's pre-encoded deposit has more than 1% of the checks within the deposit reject for bad encoding, this fee is triggered per item in excess of 1%.
COMPOSITE GROUP	1	\$0.0000	Fee for maintaining an analysis composite group
STOP PAYMENT	3	\$5.0000	Fee for stop payment being placed on an account
ITEMS REPRESENTED	15	\$2.2500	Per item represented
ITEMS RETURNED	27	\$2.2500	Per deposited item returned from paying bank
MULTI SIGNER PER ITEM	980	\$0.0000	Fee per item for verification of multi signers on a check
MULTI SIGNER VERIFICATION	14	\$0.0000	Monthly base fee for multi signer verification
CHECK PAID REJECTED FEE	0	\$2.2500	Per check paid that rejects in Item Processing due to bad encoding; bad encoding typically occurs when customers print their own checks with poor quality ink.
PHONE/FAXING REPORTING	6	\$4.0000	Per page or per phone call for account information
RESEARCH PHOTOCOPY	0	\$1.0000	Per photocopy produced
RETURN INSTRUCTION EXCEPTION	1	\$5.0000	Fee for processing a special instruction for returned deposited items

<i>SERVICE DESCRIPTION</i>	<i>VOLUME</i>	<i>UNIT COST</i>	<i>DESCRIPTION</i>
ITEM DEPOSITED-UNENCODED	4,405	\$0.0200	Per item charge for depositing unencoded items.
ITEM DEPOSITED-ENCODED	4,520	\$0.0200	Per item charge for depositing pre-encoded items.
<i>ACH SERVICES</i>			
ACH MONTHLY BASE	1	\$0.0000	Monthly charge to maintain customer on the ACH System
ACH BASIC ORIGINATING CREDIT	933	\$0.1000	Charge for originating an ACH credit transaction
ACH BASIC ORIGINATING DEBIT	964	\$0.1000	Charge for originating an ACH debit transaction
ACH ADDENDA	141	\$0.0000	Charge for addenda record included with an ACH received or originated credit/debit transaction
ACH BATCH/FILE DELETIONS	0	\$0.0000	Deletion of an incorrect ACH record/item, batch or file
ACH PREMIUM ORIGATION	444	\$0.0500	Charge to process an ACH file after the Federal Reserve deadline
ACH RECEIPT	161	\$0.0500	ACH debit or credit item posted to the account
ACH RETURN ITEMS	6	\$4.0000	Charge for any originated items returned to the Bank
<i>ACCOUNT RECONCILIATION</i>			
ARP MONTHLY BASE	4	\$0.0000	Monthly charge to maintain ARP service
ARP CHECKS PAID	1,296	\$0.0150	Fee assessed for every check handled by ARP (paid or returned)
ARP CHECKS ISSUED	1,164	\$0.0150	Per item charge for each check issue provided to the ARP system
ARP PAID NO ISSUES	3	\$1.0000	Per item fee for customers who fail to send in their issue file
ARP DATA ENTRY	7	\$0.1875	Any manual entry to update ARP file
POS PAY MONTHLY BASE	3	\$0.0000	Monthly Fee for Positive Pay (In addition to regular ARP fees)
POSITIVE PAY EXCEPTION REPORTED	5	\$0.0225	Charge per positive pay exception item reported through 5/3 Direct
<i>CD-ROM IMAGE SERVICES</i>			
IMAGING PER CD ROM ACCOUNT	5	\$5.0000	Per CD ROM created
IMAGING PER ITEM	1,692	\$0.0263	Each check reported on the CD ROM
CD ROM SET-UP PER ACCOUNT	0	\$0.0000	One-time charge for new CD-ROM implementation (for new accounts only)
SPECIAL SETUP IMAGE HISTORY	0	\$0.0000	Per paid item image requested by the client older than 6 months.
DEPOSIT CD-ROM PER ACCT BASE FEE	1	\$0.0000	Per account per Deposit CD-Rom created

<i>SERVICE DESCRIPTION</i>	<i>VOLUME</i>	<i>UNIT COST</i>	<i>DESCRIPTION</i>
DEPOSIT CD-ROM PER ITEM FEE	1,457	\$0.0250	Per Item fee on each Deposit CD created
TAX SERVICES			
TAX TAX LINK FED TAX	3	\$3.7500	Per payment made
TAX TAX LINK MONTHLY MAINTENANCE	1	\$5.6250	Monthly Maintenance
ONLINE IMAGE SERVICES			
ONLINE IMAGE RETR-BASE	15	\$0.0000	Base fee for viewing check images via 5/3 Direct
ONLINE IMAGE RETR-ITEM	5	\$0.1500	Per item fee for access to all paid check images
MONTHLY MAINTENANCE	15	\$0.0000	Flat Monthly Maintenance charge regardless of account balance
WIRE SERVICES			
WIRE: INCOMING WIRE NON-STRUCT	1	\$5.0000	Retail-not formatted in accordance with Fed
WIRE: INCOMING WIRE STRUCTURED	6	\$5.0000	Commercial-formatted in accordance with Fed
WIRE: OUTGOING TRANSFER NON-RPT	27	\$5.0000	Commercial-free formatted at time of initiation
WIRE: REPETITIVE STORAGE	9	\$0.0000	Monthly fee per repetitive code stored in the wire system
COMMERCIAL DEPS - CASH VAULT			
BANKING CENTER CURRENCY	114,662	\$0.0005	Per \$1.00 in coin/currency deposited at a banking center
BRANCH ORDER	0	\$10.0000	Per coin/currency order from a banking center. Charge is in addition to fees for the contents of the order.
BRANCH FURN COIN ROLLED	0	\$0.5000	Per roll of coin ordered from a banking center per month
BRANCH FURN CURR LOOSE	0	\$0.0200	Per bill ordered from a banking center per month
LOCKBOX SERVICES			
LBX RETAIL ITEM	4,628	\$0.0500	Applies to all item volumes processed per month
LBX EXCEPTION ITEM (RETAIL)	759	\$0.1000	Fee for items other than a balanced, single check / single document
LBX RETAIL LOCKBOX MAINT	1	\$0.0000	Monthly base fee per lockbox

SERVICE DESCRIPTION	VOLUME	UNIT COST	DESCRIPTION
LBX: RETAIL DAILY CD ROM	1	\$0.0000	Per CD ROM of imaged items
LBX: RETAIL PER IMAGE FEE	3,465	\$0.0050	Per Image of Check or Document Captured
RLBX TRANSMISSION	21	\$7.5000	Represents every day that an RLBX file is transmitted to the Customer
RLBX CASH PAYMENT	0	\$5.0000	Per deposit charge for cash items clearing the RLBX site.
RLBX SPECIAL PAYMENTS	0	\$5.0000	Per item charge for out-of-standard payments to RLBX
INVESTMENT SERVICES			
AVERAGE SWEEP BALANCE	1,693	\$0.0000	Investment account's average monthly balance, rounded to the nearest dollar
NOW MAINTENANCE	14	\$500 Flat Fee for all accounts	Monthly maintenance for NOW sweep
REPO & FF MAINTENANCE	1	\$93.7500	Monthly maintenance fee for overnight repo sweep
INFORMATION SERVICES			
INBOUND WIRE CONFIRMATION	6	\$1.5000	Per incoming wire confirmation reported to 5/3 Direct
DIR BBR BASE	1	\$0.0000	Monthly charge for 5/3 Direct information reporting module
DIR ACH BASE	1	\$0.0000	Monthly charge for 5/3 Direct ACH module
DIR WIRE BASE	1	\$0.0000	Monthly charge for 5/3 Direct Wire Module
DIR STOP BASE	1	\$0.0000	Monthly charge for 5/3 Direct Stop Payment module
DIR BOOK BASE	1	\$0.0000	Monthly charge for 5/3 Direct Internal Transfer module
DIR BBR PER ACCOUNT FEE	15	\$0.0000	Per account that receives information reporting through 5/3 Direct
DIR BBR DETAIL 45 DAY RETENTION	4,022	\$0.0000	Per field of both summary and detail account information reported through 5/3 Direct. All accounts are automatically billed for 7 summary fields each business day.
ADDITIONAL SERVICES			
ACH Transaction Control	1	\$30.0000	Base fee to have Transaction Control on all accounts.
Electronic Deposit Scanner	0	\$0.0000	Monthly Charge for first EDC scanner (paid for by Fifth Third Bank)

<i>SERVICE DESCRIPTION</i>	<i>VOLUME</i>	<i>UNIT COST</i>	<i>DESCRIPTION</i>
Electronic Deposit: Per item Imaged	4405	\$0.0200	Per item scanned into Electronic Deposit. Replaces Items Deposited - Unencoded
Electronic Deposit: Per item Cleared	4405	\$0.0200	Per item cleared through the Electronic Deposit system. Replaces Items Deposited - Unencoded
MultiCard - Annual Card Charge	10	\$0.0000	Annual Charge for each MultiCard maintained by the client (waived for City of Naples)
MultiCard - SDOL per transaction Charge	500	\$0.0000	Per MultiCard Transaction Charge to track and report payments online through Smart Data Online (SDOL) - (waived for City of Naples)
FTPS - POS Check Conversion	0	\$300.0000	One-Time fee per location setup to initiate POS Check Conversion through FTPS.
FTPS - Merchant Processing	Flat 2.06% rate for every dollar processed through FTPS merchant terminals, both swiped and keyed. Does not include terminals already being utilized by the City of Naples		

TOTAL MONTHLY COST

\$2,225.0431 DOES NOT INCLUDE MONTHLY
HARD CHARGE OF \$500.00 FOR NOW
SWEEPS.

The above pricing charts reflect Fifth Third Bank pricing per transaction code based on existing volume. Fifth Third Bank reserves the right to modify individual transaction charges provided any future expansion by the City of Naples through annexation or assumption or new responsibilities resulting in a higher average volume of transactional activity. All pricing will be subject to quarterly review by the City of Naples and Fifth Third Bank. Please see Section 9 for additional information regarding Investment Rates, Compensating Balance Requirements and Earnings Credit Rates and Money Market Rates.

Account Resolutions Certificate for Treasury Management Services (Government Entity)

To Fifth Third Bank:

I HEREBY CERTIFY THAT:

I am the duly elected or appointed and currently serving official, manager or trustee (the "Official") of the governing body or governmental entity identified below (the "Governmental Entity");

I am duly authorized to make the following certifications to you; and

The following resolutions ("*Account Resolutions*") were duly adopted by the governing body of the Governmental Entity in accordance with applicable law, are the binding resolutions and statements of the Governmental Entity, are in full force and effect, and have not been rescinded or modified:

RESOLVED, Fifth Third Bank is hereby designated as an authorized depository of this Governmental Entity and that one or more checking, savings or other deposit accounts ("*Accounts*") be opened and maintained with Fifth Third Bank in the name of the Governmental Entity;

RESOLVED FURTHER, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by Fifth Third Bank, and by such rules, regulations and policies as Fifth Third Bank shall from time to time establish;

RESOLVED FURTHER, this Governmental Entity is authorized to obtain banking services from Fifth Third Bank including treasury management and corporate card services, and to enter into such agreement or agreements and documentation for such services as are required by Fifth Third Bank from time to time, including a Master Treasury Management Agreement, Terms and Conditions for various banking services, Signature Card, Commercial Card Agreement and Commercial Account Rules ("*Banking Agreements*") each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects;

RESOLVED FURTHER, that the Governmental Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to Fifth Third Bank in connection with the banking services obtained by the Governmental Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Governmental Entity by Fifth Third Bank, (b) credit card services under the Commercial Card Agreement, and (c) import and export services for letters of credit as provided in the Terms and Conditions for such import and export services and related reimbursement, financing and security or collateral arrangements;

RESOLVED FURTHER, that the Governmental Entity is authorized to enter into, execute and deliver to Fifth Third Bank applications, documents, notes and agreements

July 2010

reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements ("*Banking Services Financing Agreements*") each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects;

RESOLVED FURTHER: that (a) each of the individuals identified in the table entitled "Authorized Persons" appearing below and (b) any other person designated by any such individual whose identity and signature are provided to Fifth Third Bank (each, an "*Authorized Person*" and for purposes of certain Banking Agreements, an "*Authorized Agent*") is authorized on behalf of the Governmental Entity and in its name to do any of the following:

- *Accounts and Agreements.* Open or close any deposit or other Account and execute on behalf of the Governmental Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with Fifth Third Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;
- *Payment Instructions.* Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based or oral instructions and payment orders for the transfer or payment of funds of the Governmental Entity on deposit with Fifth Third Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;
- *Implementation and Setup.* Select the services the Governmental Entity will obtain from Fifth Third Bank, and instruct Fifth Third Bank on service options and features desired by the Governmental Entity, and the set up, implementation and security procedures relating to the services selected; and,
- *Authorization.* Designate, and advise Fifth Third Bank of the identity of persons (including officers and employees of this Governmental Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Governmental Entity or services utilized by the Governmental Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Governmental Entity and will have authority to: manage the service on behalf of the Governmental Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED FURTHER, that all actions of the Authorized Persons, and all agreements, applications, documents and authorizations executed and delivered by the Authorized Persons prior to the date of these resolutions and in connection with the transactions contemplated by these resolutions are ratified, confirmed and approved in all respects;

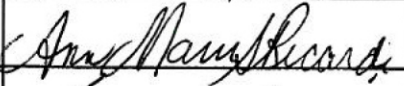
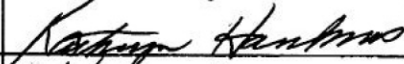

RESOLVED FURTHER: Fifth Third Bank is authorized to rely on the full and unrestricted authority as provided in these resolutions of any one Authorized Person unless otherwise certified to Fifth Third Bank by the Official;

RESOLVED FURTHER, that the Official is authorized to deliver a certified copy of these Resolutions to Fifth Third Bank and certify to Fifth Third Bank the name, title and specimen signature of each Authorized Person.

I further certify that:

- these resolutions do not conflict with or contravene the laws, rules, regulations or ordinances creating, authorizing or empowering the Governmental Entity or governing the organization or management of the Governmental Entity or similar governing documents of, or any agreement, law or regulation applicable to the Governmental Entity; and
- each of the following persons has been designated by the Governing Entity as an Authorized Person with the authority specified in the foregoing resolutions, and the signatures indicated below are genuine signatures of the indicated persons:

AUTHORIZED PERSONS

<u>Name of Authorized Person</u>	<u>Title of Authorized Person</u>	<u>Specimen Signature of Authorized Person</u>
1. Ann Marie S. Ricardi	Finance Director	
2. Kathryn Hankins	Budget & Investment Mgr	
3. Karen Ball	Deputy Finance Director	
4.		
5.		
6.		

****EXECUTION PAGE FOLLOWS****



Commercial Master Signature Card

New Account

Change (Add/Remove Signer)

Replace Existing Card

This Signature Card is delivered to Fifth Third Bank by the customer identified below (the "Customer") in connection with the opening and ongoing use of the Customer's accounts identified on the attached Exhibit A. By using the accounts or by signing and delivering this Signature Card to Fifth Third Bank, the Customer acknowledges receipt of, and agrees to the Fifth Third Bank Commercial Account Rules governing the accounts (as amended or updated), and agrees to the related operating policies in effect at Fifth Third Bank with respect to these accounts.

Legal Name of Customer: City of Naples	Assumed Name, if any:
Street Address: 735 8 th Street South	
City and State : Naples, Florida	Account Type: PF Total Now
Zip Code : 34102	Phone Number: 239-213-1032
Employer Identification Number from Form W-9: 59-6000382	
Type of Organization: Government	Jurisdiction of Formation: State of Florida

Fifth Third Bank is authorized and directed to recognize the signatures of the persons listed on Exhibit A on checks drawn on, for the withdrawal of funds and for the transaction of any other business regarding the indicated account or accounts until such time as Customer gives written notice of a change in authorization and Fifth Third Bank has a reasonable opportunity to act on that notice. Fifth Third Bank is also authorized in its discretion to accept changes and updates to this Signature Card in a separate, written instrument signed by an authorized representative of the Customer.

USA PATRIOT ACT REQUIREMENTS: Please indicate if any person authorized on any account covered by this Signature Card is:

- a Non-U.S. person with more than \$500,000 on deposit or invested with Fifth Third Bank, or
- a Senior Foreign Official of a government branch, military branch, political party, foreign government-owned company, or a close personal or professional associate of one of these.

Yes No If Yes, Name of person: _____

SIGNATURE OF AUTHORIZED PERSON LISTED IN ACCOUNT RESOLUTIONS

I certify that: I am duly authorized by the Customer named above to execute and deliver this Master Signature Card, and the signatures on the attached Exhibit A are the genuine specimen signatures of the listed persons.

Signature: Kathryn Hankins Date: 12/15/11

Name: KATHRYN HANKINS

Title: BUDGET & INVESTMENT MANAGER

Verification Bank Use Only:

Opened By: Juli Miller

Cost Center: 6924



**EXHIBIT A
TO
COMMERCIAL MASTER SIGNATURE CARD
FOR City of Naples**

ACCOUNT NUMBER: <u>1021823</u>
<input type="checkbox"/> <i>Check if this Exhibit will replace ALL check signers for this account.</i>

AUTHORIZED SIGNER (TYPE OR PRINT)		SIGNATURES
<input type="checkbox"/> Add Signer <input checked="" type="checkbox"/> Remove Signer Date: <u>12/5/2011</u>	Name: <u>Ralph LaCivita</u> Title: _____ <input checked="" type="checkbox"/> Also authorized on accounts listed on Schedule 1.	
<input checked="" type="checkbox"/> Add Signer <input type="checkbox"/> Remove Signer Date: <u>12/5/2011</u>	Name: <u>Karen Ball</u> Title: <u>Deputy Finance Director</u> <input checked="" type="checkbox"/> Also authorized on accounts listed on Schedule 1.	
<input type="checkbox"/> Add Signer <input type="checkbox"/> Remove Signer Date: _____	Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.	
<input type="checkbox"/> Add Signer <input type="checkbox"/> Remove Signer Date: _____	Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.	
<input type="checkbox"/> Add Signer <input type="checkbox"/> Remove Signer Date: _____	Name: _____ Title: _____ <input type="checkbox"/> Also authorized on accounts listed on Schedule 1.	

Note: For more signers on this account or other accounts for the same entity with different signers, attach separate copies of this Exhibit A.