# CITY OF HOLLY HILL, FLORIDA

**CITY COMMISSION**

**AGENDA ● JULY 10, 2018**

| City Commission Chamber | Regular City Commission Meeting | 7:00 PM |
|---|---|---|

**CITY HALL**
**1065 RIDGEWOOD AVENUE**
**HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

## CITY COMMISSION MEMBERS

**Mayor**
John Penny

**District 1 - Commissioner**
Arthur J. Byrnes

**District 2 - Commissioner**
Penny Currie

**District 3 - Commissioner**
John C. Danio

**District 4 - Commissioner**
Chris Via

**CITY MANAGER**
Joseph Forte

**CITY CLERK**
Valerie Manning

## 1. CALL TO ORDER

a. Roll Call
b. Invocation
c. Pledge of Allegiance

## 2. POSITIVITY AWARD - NONE

## 3. RECESS THE REGULAR CC MTG AND CONVENE AS THE CRA

## 4. CRA AGENDA

1. Resolution 2018-R-41 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Awarding Change Order #4 in the Amount of $185,950.00 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

## 5. ADJOURN THE CRA MTG AND RECONVENE THE REGULAR CC MTG

## 6. PRESENTATION

1. Legislative Update from Representative Patrick Henry, District 26

   (Requested by Valerie Manning, City Clerk)

## 7. PUBLIC COMMENTS

## 8. APPROVAL OF MINUTES

1. Minutes - June 26, 2018 - Workshop - Budget with Various Departments and June 26, 2018 - Regular City Commission and CRA Meeting

   (Requested by Valerie Manning, City Clerk)

## 9. CONSENT AGENDA - ITEMS ( 1 - 6 )

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution Resolution 2018-R-42 A Resolution of the City of Holly Hill, Florida, Authorizing the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Welfare (CCFAW) a Trap/Neuter/Return (TNR) Program for Control of the Free Roaming Cat Population; and Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. Resolution Resolution 2018-R-43 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with the County of Volusia to Provide Municipal Fleet Fueling Services; Providing for Severability; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

3. Resolution Resolution 2018-R-44 A Resolution of the City of Holly Hill, Florida, (Governmental Unit), Authorizing the City of Holly Hill, Florida to Join with Other Local Government Units as a Participant in the Florida Municipal Investment Trust for the Purpose of Purchasing Shares of Beneficial Interest in the Trust; Providing for an Effective Date.

   (Requested by John McKinney, Finance)

4. Resolution Resolution 2018-R-45 A Resolution of the City of Holly Hill, Florida, Authorizing and Directing Execution and Delivery of a Joinder to Agreement and Declaration of Trust Creating and Establishing the Florida Local Government Investment Trust; and Providing an Effective Date.

   (Requested by John McKinney, Finance)

5. Resolution Resolution 2018-R-46 A Resolution of the City of Holly Hill, Florida, Approving the Entrance into an Interlocal Agreement with Other Governmental Participants for the Purpose of Exercising Investment Power Jointly to Invest Funds in Concert with Other Participants; Providing an Effective Date.

   (Requested by John McKinney, Finance)

6. Team Volusia - Economic Development Agreement FY2018-2019

   (Requested by Valerie Manning, City Clerk)

## 10. REGULAR AGENDA

1. Resolution Resolution 2018-R-47 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #4 in the Amount of $185,950.00 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

## 11. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor.

Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

## 12. COMMUNICATIONS

A. City Manager & Staff Comments

a. Holiday Calendar FY2018-2019 - Floating Holiday

(Requested by Valerie Manning, City Clerk)

b. Wastewater Valve Replacement (17WW01) Change Order #1

(Requested by Antoine Khoury, Public Works)

B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

## 13. ADJOURNMENT

**Website Address – www.hollyhillfl.org** (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**CRA Resolution**

**MEETING DATE:** **July 10, 2018**
**FROM:** **Antoine Khoury**
**SUBJECT:** **Resolution 2018-R-41 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Awarding Change Order #4 in the Amount of $185,950.00 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; and Providing for Severability; and Providing for an Effective Date.**
**NUMBER:** **(ID # 2086)**
**APPLICANT:**
**PLANNER:**

**DISCUSSION:**

On October 24, 2017, the Community Redevelopment Agency awarded a Bold Landscaping contract to RJ Landscaping Contractors, Inc., in the amount of $839,700.00 for US1 Medians. In February and May, 2018, change orders were approved by the Community Redevelopment Agency to increase the original contract by a total of $154,300.00.

The Community Redevelopment Agency desires to utilize the existing contract unit pricing to authorize irrigation repair, extend the maintenance contract, and extend the substantial completion date by 17 days.

An existing water line was mismarked in the field and was impacted by the utility undergrounding construction. The line served median irrigation. Repair of the line in its current location was not feasible so an alternative was developed and agreed upon and results in an increase of $1,950.00.

The Community Redevelopment Agency desires to extend the maintenance of the medians by the Contractor from 1 year to 3 years, until July 31, 2021 resulting in an increase of $184,000.00.

The Contractor's work effort was impacted by 6 confirmed weather days and 11 holiday/no-work days. A total of 17 days is hereby added to substantial completion making that date July 4, 2018.

**FISCAL ANALYSIS**:

Funding for these changes will be from the CRA account #130-5510-552-63-00.

**STAFF RECOMMENDATION**:

Staff recommends approval of Change Order #3 in the amount of $185,950.00.

**COMMISSION GOAL**:

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #2:** Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

**Goal #3:** Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

**MOTION**:

**APPROVE RESOLUTION 2018-R-41, AWARDING CHANGE ORDER #4 IN THE AMOUNT OF $185,950.00 TO RJ LANDSCAPE CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR THE SAME.**

**ATTACHMENTS:**

- Change Order #4 (PDF)
- Standard Grounds Maintenance Contract (PDF)

# CRA Resolution No. (ID # 2086)

## RESOLUTION 2018-R-41 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #4 IN THE AMOUNT OF $185,950.00 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**RESOLUTION 2018-R-41**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #4 IN THE AMOUNT OF $185,950.00 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Community Redevelopment Agency received a Bold Landscaping Grant from FDOT for an amount not to exceed $860,233.00 in 2016 to re-landscape the median on US1; and

**WHEREAS,** The Community Redevelopment Agency awarded a contract to RJ Landscape Contractors, Inc., in the amount of $839,000.00 on October 16, 2017 to perform contracted landscape improvements to the medians of US1; and

**WHEREAS,** The Community Redevelopment Agency desires to utilize the existing contract unit pricing to authorize irrigation repairs for an increase of $1,950.00, extend the maintenance contract from 1 year to 3 years for an increase of $184,000.00, and extend the substantial completion date by 17 days making that date July 4, 2018 and the total increase $185,950.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the Community Redevelopment Agency of the City of Holly Hill does hereby desire to utilize the existing contract unit pricing to authorize irrigation repairs, extend the maintenance contract from 1 year to 3 years, and extend the substantial completion date by 17 days resulting in Change Order #4.

**SECTION 2.** That the Community Redevelopment Agency does hereby award

Change Order #4 in the amount of $185,950.00 to RJ Landscape Contractors, Inc., and authorizes the City Manager to execute the appropriate contract documents.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED this 10th day of JULY, 2018.**

Attachment: Change Order #4 (2086 : CRA Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4 CRA)

# CHANGE ORDER FORM

PROJECT: ***US-1 Median Landscaping Improvements Between Mason Ave. to Calle Grande St.***
BID: ***16CRA1***
FPN: ***439690-1-58-1***

CHANGE ORDER NO. 4

CONTRACTOR: RJ Landscape Contractors, Inc.

The following changes are hereby made to the Contract Documents:

| | |
|---|---|
| CHANGE IN CONTRACT PRICE:<br><br>Original Contract Price:<br><br>$ 839,700.00 | CHANGE IN CONTRACT TIMES:<br><br>Original Contract Times:<br><br>Substantial Completion: 150 days, June 7, 2018<br><br>Final Completion: +30 days, July 7, 2018 |
| Net changes from previous Change Orders:<br><br>$ 154,300.00 | Changes in contract time from previous Change Orders:<br><br>10 Days (Substantial & Final) |
| Contract Price prior to this Change Order:<br><br>$ 994,000.00 | Contract Completion Date prior to this Change Order:<br><br>Substantial Completion: 160 days, June 17, 2018<br><br>Final Completion: +30 days, July 17, 2018 |
| Net Increase (decrease) of this Change Order:<br><br>$ 185,950.00 | Changes in contract time requested this Change Order<br><br>17 Days (Substantial)<br>1,123 Days (Final) |
| Contract Price with all approved Change Orders:<br><br>$ 1,179,950.00 | Contract Times with all approved Change Orders:<br><br>Substantial Completion: 177 days, July 4, 2018<br><br>Final Completion: +1,123 days, July 31, 2021 |

CHANGES ORDERED:

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract amount is hereby increased by $185,950.00

CONTRACT TIME: The contract time is hereby increased by 17 days for substantial with an additional 1,123 days for final completion.

III. JUSTIFICATION:

CONTRACT PRICE: The breakdown for the contract price increase is as follows:

| | |
|---|---|
| Irrigation Repair | $ 1,950.00 |
| Extended Maintenance | $184,000.00 |

An existing water line was mismarked in the field and was impacted by the utility undergrounding construction. The line served median irrigation. Repair of the line in its current location was not feasible so an alternative was developed and agreed upon. The attached proposed describes the work completed and was found to be fair and reasonable by the Owner and Engineer.

The Owner desires to extend the maintenance of the medians by the Contractor from 1 year to 3 years, until July 31, 2021. See attached proposal from Contractor. The Owner has found the proposal fair and reasonable.

CONTRACT TIME:

The Contractor's work effort was impacted by 6 confirmed weather days (3/19, 3/20, 4/10, 5/14, 5/16 & 5/21/18) and 11 holiday/no-work days (3/9 – 3/18/18 Bike Week & 5/28/18 Memorial Day). The Owner and Engineer agreed that that this additional time is warranted. A total of 17 days is hereby added to substantial completion.

The final completion is hereby extended for the extended maintenance.



Attachment: Change Order #4 (2086 : CRA Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4 CRA)

IV. PAYMENT: Payment shall be made per the lump sum price for the irrigation repair. Payment for the extended maintenance shall be made per the contract on a monthly basis, beginning July 2019. No retainage will be applied to the extended maintenance payments.

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Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

QLH, a Mead & Hunt Company
(Engineer)

By:_____
(Authorized Signature) (Date)

David King, P.E.,
Name Typed

ACCEPTED BY:

RJ Landscape Contractors, Inc.
(Contractor)

_____
(Authorized Signature) (Date)

_____
Name Typed

APPROVED BY:

City of Holly Hill
Owner

By:_____
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

END OF SECTION



Attachment: Change Order #4 (2086 : CRA Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4 CRA)

# *Proposal*

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

| PROPOSAL SUBMITTED TO | PHONE | FAX | DATE |
|---|---|---|---|
| A Mead & Hunt Company | (386) 337-3273 | | May 17, 2018 |
| STREET | | JOB NAME | |
| 4401 Eastport Parkway | | US-1 Median Landscaping Improvements FM#4396901581 | |
| CITY, STATE and ZIP CODE | | JOB LOCATION | |
| Port Orange, FL 32127 | | Holly Hill, FL | |
| ARCHITECT | DATE OF PLANS | Attn. | JOB PHONE |
| | | David King | |

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
One Thousand Nine Hundred Fifty dollars ($1,950.00).
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We hereby submit specifications and estimates for:

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Problem – Mainline source broken at 8th street intersection along directional bore. Median #6 inoperative

Solution – Locate broken mainline source which is fed from tap located in median #8, cap mainline at valve location in median #7 to render mainline feed under 8th Street inoperative. Proceed south to median #5 tap location and run new 2" mainline north to median #6 valve location to supply median #6, we used a directional bore provided between medians #5 and #6 by drilling contractor.

**Labor & Materials: $1,950.00**

*Acceptance of Proposal* — **The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

**Date of Acceptance**

**Signature**

**Signature**

Attachment: Change Order #4 (2086 : CRA Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4 CRA)

# RJ Landscape Contractors, Inc.

# Standard Grounds Maintenance Contract

1766 Taylor Road
Port Orange, FL 32128
**Phone**: 386-767-3008 **Fax:** 386-767-1041

Property Location: U.S. 1 Median Landscaping Improvements
from Mason Avenue to Calle Grande
Holly Hill, FL
FM#439690-1-58-01
Bid# 16CRA1

Attachment: Standard Grounds Maintenance Contract (2086 : CRA Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change

## I. SCOPE

The work embraced under the following specifications shall include the maintenance of all lawn areas, shrubs, and groundcover. It will also provide the labor for all pruning, weed control, and debris cleanup. All equipment and tools needed to perform the above work shall be included in the contract price.

## II. INSURANCE, WORKERS' COMPENSATION

RJ Landscape Contractors maintains Workmen's Compensation Insurance for all employees at any job site at any time. Proof of this insurance may be furnished upon request. RJ Landscape Contractors also maintains Public Liability and Property Damage Insurance in the amount of $1,000,000.00 for all employees or sub-contractors involved in our work process. Proof of this insurance will also be furnished upon request.

## III. SUPERVISION

At the site of the job there will be a foreman who shall have full authorization to act for the contractor. This foreman will be on the job site during the entire work process.

## IV. FERTILIZATION

We highly recommend a granular fertilizer for the turf, shrubs, and trees twice annually. (Feb-Mar / Aug. – Sept) Fertilizing will insure that your landscaping will reach its aesthetic potential and to promote healthy, vigorous growing plants and turf that will be able to resist disease and drought situations. Fertilizer costs are included in this contract, and will be installed twice annually (March and September).

## V. MULCHING

Mulching of all planting beds should be maintained throughout the year. Turning of mulch shall be done on a regular basis to ensure a neat appearance. New mulch shall be added once annually (Feb – March). Mulch costs are not included in this contract, and will be installed at the current market price.



Attachment: Standard Grounds Maintenance Contract (2086 : CRA Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change

## XI. IRRIGATION

RJ Landscape is a licensed irrigation contractor. RJ Landscape Contractors will make any irrigation repairs necessary at no cost to owner for any damages caused by our work process. RJ Landscape will include service calls six times annually to insure your system is in proper working order. The labor for these service calls are included in this contract. We will invoice for any damaged materials that need to be replaced on these service calls. Pricing for these materials are as follows:
Hunter Spray Nozzles @ $2.00 per
Hunter 6" pop-up PRS-30 spray heads @ $15.00 per
Hunter ICV 1 ½" Filter Electric Solenoid Valves @ $200.00 per
Rainbird TBOS Controllers with latching solenoids @ $250.00 per

## XII. CLEAN UP

RJ Landscape Contractors will perform all the necessary clean up procedures after each visit to ensure that no debris caused by the cutting process is left. Mulch plates are used on all of our mowers so that most of the grass clippings stay inside the medians and all excess grass will be blown back into the medians.

## XIII. CONTRACTORS RECORD

RJ Landscape Contractors shall keep accurate records on all phases of the work process and the materials used. Amounts and types of fertilizers used along with dates applied, mulching and work visit dates will also be provided to the Owner upon request.

## XIV. CONTRACTOR OBLIGATION

RJ Landscape Contractors will in good workman like manner, perform all work and furnish all equipment necessary to fulfill the obligations of this contract including the proper M.O.T. and safety signs required per FDOT standards.

## XV. TERMINATION OF CONTRACT

The parties of this contract agree to the terms of this contract and its dates, however, after written notice of any dispute that cannot be resolved, a 60 day notice of cancellation is required for non-performance of this contract.

## XVI. PAYMENTS TO CONTRACTOR

All payments will be made in a monthly sum; this sum to be $ 7,666.00 per month/ $92,000.00 annually. Statements will be sent out prior to the end of each month and payment is due by the 10th of the following month.



Attachment: Standard Grounds Maintenance Contract (2086 : CRA Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change

## VI. MOWING

Mowing of grass areas shall be done on a weekly basis in the growing season (May 15th – October 15th), and will be cut in the off season (October 15th – May 15th) every 10 days to 2 weeks as dictated by the weather. Turf cuttings return valuable nutrients to the soil and therefore, bagging of turf clippings will not be done. At no time will clippings be visible after the mowing process is completed. The mowing heights shall never be less than 2 ½ inches nor more than 3 ½ inches.

## VII. EDGING AND TRIMMING

All plant beds, annual beds, sidewalks, driveways and curbs shall be edged or trimmed each time the grass is cut.

## VIII. HEDGING AND PRUNING

All shrubbery shall be pruned or hedged as necessary the year round. Major pruning or thinning shall be done in the spring to prepare for the growing season. Light pruning or hedging shall be done throughout the growing season to maintain desired shapes of shrubbery.

## IX. TREE TRIMMING

Specific to this project we will trim the 115 Date Palms once annually in late summer after seeding and remove all "hangers" throughout the year. We will provide night lane closures in December/January each year to properly prune 86 Crape Myrtle Standards with a lift as required. These costs are included in this contract.

## X. PEST CONTROL

This contract includes lawn spray of the medians to be done every other month with an insecticide, herbicide and fungicide as needed to provide healthy St. Augustine grass.

Attachment: Standard Grounds Maintenance Contract (2086 : CRA Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change

**This Agreement** made this _____ day of _____, in the year Two Thousand Eighteen (2018) commencing on July 1, 2019 and terminating on July 31, 2021, by and between **RJ Landscape Contractors, Inc.,** hereinafter called the Contractor and City of Holly Hill, hereinafter called the Owner.

Witness:

_____

By:_____
RJ Landscape Contractors, Inc.
1766 Taylor Rd.
Port Orange, FL 32128
(386) 767-3008 Fax (386) 767-1041

_____

By:_____
Department of Public Works
City of Holly Hill
453 LPGA Blvd., Holly Hill, FL 32117
(386) 248-9463 Fax (386) 248-9499

Attachment: Standard Grounds Maintenance Contract (2086 : CRA Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change

**City Commission**
1065 Ridgewood Ave
Holly Hill, FL 32117

**SCHEDULED**

Meeting: 07/10/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2052

**PRESENTATION (ID # 2052)**

# Legislative Update from Representative Patrick Henry, District 26

Representative Patrick Henry, District 26 would like to give a Legislative update to the Mayor and City Commissioners.

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Agenda Item**

**MEETING DATE:** **July 10, 2018**
**FROM:** **Valerie Manning**
**SUBJECT:** **Minutes - June 26, 2018 - Workshop - Budget with Various Departments and June 26, 2018 - Regular City Commission and CRA Meeting**
**NUMBER:** **(ID # 2094)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

Minutes from the following meetings:

1) June 26, 2018 - Budget Workshop
2) June 26, 2018 - Regular City Commission and CRA meeting

## FISCAL ANALYSIS:

**N/A**

## STAFF RECOMMENDATION:

Approve both sets of minutes.

## COMMISSION GOAL:

**N/A**

## MOTION:

**Approve minutes as submitted by staff.**

- Minutes - June 26, 2018 - Workshop on Budget (PDF)
- Minutes - June 26, 2018 - Regular City Commission and CRA meeting (PDF)

# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

## MINUTES ● JUNE 26, 2018

**Large Conference Room** | **Budget Workshop** | **5:00 PM**

**CITY HALL**
**1065 RIDGEWOOD AVENUE**
**HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

Attachment: Minutes - June 26, 2018 - Workshop on Budget (2094 : Minutes)

**1. CALL TO ORDER**

a. Roll Call

**2. BUDGET PRESENTATIONS BY DEPARTMENTS**

1.

Budget Workshop FY 2019

(Requested by Valerie Manning, City Clerk)
John McKinney, Finance Director shared a PowerPoint presentation to the Mayor, City Commissioners and staff about the following objectives: discuss the current budget position, understand where their current cost increases are, update on future programs and expensive, understand future budget concerns and commitments, Capital Improvement project request, and finally, putting it all together. The following slides were discussed:

**Salary & Benefits Increases**

- Salary Increases
✓ Budgeted increases for all CBUs and other positions based o Evergreen Study
✓ $220,400 (City wide increase)
- Fully Insured Increase
✓ Health & Life ($2,400) (Projecting a 5% Increase in Premiums)

- Defined Benefit Pensions

| | 2019 | 2018 | Net Change |
|---|---|---|---|
| • Police | 40.0% | 40.9% | $35,923 |
| • State FRS | 8.26% | 7.92% | $16,027 |
| • Fire | 30.03% | 35.76% | ($24,421) |
| | | | $27,529 |

- **Total Salary & Benefit Increase: $245,529**

**Future Budget Commitments & Concerns**

- **Economic Development**

✓ Team Volusia $6,000

- **Beautification**

✓ Median Maintenance $270,000 over 3 year period
✓ Parks & City Hall at $200,000 annually

- **3rd Homestead exemption**

✓ Ballot in 2018
✓ Implementation in 2019
✓ $3.7 million reduction in taxable value
✓ $26,000 in loss add valorem proceeds

- **ERP System Upgrade Timeline (Superion)**

**General Fund**

Revenue & Expenditure Summaries

- Projected Revenues $ 10,206,701
- Projected Expenditures $ 9,697,082

✓ Available Resources $ 509,619

**General Fund**

Revenue Summaries

- Taxable Value

✓ Preliminary Increase of 4.3%
✓ New Construction of $ 1,090,623
✓ Annexations $ 0.00
✓ Total Value $ 598,957,816
✓ Taxable Value below 2010 level

- CRA TIFF Recognition $ 1,165,206

- Cost Allocation net increase of $ 365,662

- No prior Year Appropriations Budgeted

- No FEMA reimbursement budgeted

**General Fund**

- Fiscal Year 2018 General Fund Budget

✓ Revenues $ 9,760,221
✓ Expenditures $ 9,760,221

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✓ Variance $ 0

- Reserves at 9/30/2018
- Charter

*Reserves $1,915,320 19.6% with a 20% Goal

*Reserve Calculation $9,760,221 x 0.20 = $1,952,044

*$36,724 required to bring to 20%

**General Fund**

Expenditure Summaries

- Capital Outlay

*General request of $ 0

*Vehicle request of $ 0

- Capital Projects

*See CIP request *(Mr. McKinney went over the handout on the CIP FUND 301 for the Five-Year Capital Improvement Plan Renewal and Replacement Capital Project Fund with the Mayor, City Commissioners and staff)*

**Internal Services Funds**

Funded through Cost Allocation and Charges for Service

- Information Technology

*FY 18 $348,800
*FY 19 $331,379
($17,421)

- Fleet

*FY 18 $375,900
*FY 19 $391,318
$ 15,418

- Property & Casualty Insurance

*FY 18 $225,945
*FY 19 $225,945 - Two year rate lock awaiting renewal information
$ 0

- Employee Benefits

*FY 18 $1,145,300
*FY 19 $1,142,900
($ 2,400)

Attachment: Minutes - June 26, 2018 - Workshop on Budget (2094 : Minutes)

**Future Dates to Remember**

Mr. McKinney reminded them about the remaining budget workshops that are scheduled and gave them an outline of the dates and times.

- July 10, 2018 - Enterprise Funds
- July 24, 2018 - CRA & Economic Development
  Discussion of Maximum Millage
  Non Ad Valorem Assessment - Stormwater

- Public Hearings

✓ September 10, 2018 - Adopt Tentative Millage Rate
Adopt Tentative Budget
Adopt Tentative Non Ad Valorem Assessment - Stormwater

✓ September 25, 2018 - Adopt Final Millage Rate
Adopt Final Budget
Adopt Final Non Ad Valorem Assessment - Stormwater

**3. ADJOURNMENT**

The workshop adjourned at approximately 6:20 PM.

Attachment: Minutes - June 26, 2018 - Workshop on Budget (2094 : Minutes)

# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

## MINUTES ● JUNE 26, 2018

**City Commission Chamber** **Regular City Commission Meeting** **7:00 PM**

**CITY HALL**
**1065 RIDGEWOOD AVENUE**
**HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

Attachment: Minutes - June 26, 2018 - Regular City Commission and CRA meeting (2094 : Minutes)

### 1. CALL TO ORDER

a. Roll Call
b. Invocation
Jeff Martin led the invocation.

c. Pledge of Allegiance
Mayor Penny led the Pledge of Allegiance to the Flag.

### 2. POSITIVITY AWARD - PARSONS & WHITFILED

1.

Jo Ann Parsons & Floyd Whitfield - 934 Jasmine Avenue, Holly Hill

(Requested by Valerie Manning, City Clerk)

**Thank You for Making Our Community Positively Awesome!**

JO ANN PARSONS & FLOYD WHITFIELD

934 Jasmine Avenue
June 26, 2018

### 3. RECESS THE CC MTG & CONVENE AS THE CRA

### 4. CRA AGENDA

1.

Resolution 2018-R-38 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida; Authorizing the City Manager to Enter into an Agreement with AT&T; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)
The following individual spoke to the Mayor and City Commissioners: Jim Legary, 342 Burleigh Avenue, Holly Hill asked if it's customary to pay out front for this work?

Mr. Khoury stated it is typical to pay on these things because the utility services are on FDOT and on Florida Power and Light poles so that's the reasons they have to prepay with permits.

Mr. Legary stated so, nobody but AT&T will be able to use these lines that the city is paying for?

Mr. Forte stated they have FPL, AT&T, Brighthouse, ITS. They are their lines that are overhead…

Mayor Penny stated the city is paying them to move their lines.

Mr. Forte stated since the city wants them underground, the city has to pay to put them underground.

Mr. Legary stated if Verizon or Google or….

Mr. Forte stated if anybody comes in, in the future then they will have to do it in the underground.

Mr. Legary asked and they'll be able to use those lines or other lines?

Mr. Forte stated they may have to run separate conduits, separate lines.

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Penny Currie, District 2 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Byrnes, Currie, Danio, Via, Penny |

Enacted and approved this 26th day of June, 2018, in Holly Hill

## 5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

## 6. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Dorothy Mayhue from Rise Above It Family Church, 1531 Center Avenue, Holly Hill, stated Dr. Warren Jackson is the Pastor and invited the Mayor and Commissioners to their *15th*

Attachment: Minutes - June 26, 2018 - Regular City Commission and CRA meeting (2094 : Minutes)

*Pastoral Anniversary Celebration* from July 25-29, 2018 and wanted to know how she can go about getting Pastor Jackson the "Key to the City".

Mayor Penny stated the city doesn't have a key but he will be happy to do a Proclamation for the Pastor if she could get with the City Clerk and share some information with her and he will sign it for him.

Jim Legary, 342 Burleigh Avenue, Holly Hill, shared his concerns about not being able to participate in a Volusia League of Cities dinner a few weeks ago and wanted to know why.

Mayor Penny stated it's the League of Cities rules that the public is not allowed to attend the dinners, it's not the city's rules.

## 7. APPROVAL OF MINUTES

1.

Minutes - June 12, 2018 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | John C. Danio, District 3 - Commissioner |
| **SECONDER:** | Penny Currie, District 2 - Commissioner |
| **AYES:** | Byrnes, Currie, Danio, Via, Penny |

Enacted and approved this 26th day of June, 2018, in Holly Hill

## 8. CONSENT AGENDA - ITEMS ( 1 - 4 )

Mayor Penny asked if any member of the Commission would like to pull an item from the Consent Agenda for further discussion or if any member of the audience wanted to discuss an item.

Mr. Forte informed the Mayor and City Commission that the ***Continuing Services Contract for Architectural Services*** needs to be pulled and placed on the **Regular Agenda** instead.

Items 1, 2, and 3 were approved. Item 4 was moved to the Regular Agenda as mentioned by Mr. Forte.

1. Resolution

Resolution 2018-R-39 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with the Florida Department of Transportation (FDOT) to Have Identification Markers Installed in the Right-Of-Way Owned by FDOT; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Attachment: Minutes - June 26, 2018 - Regular City Commission and CRA meeting (2094 : Minutes)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Chris Via, District 4 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Byrnes, Currie, Danio, Via, Penny |

**RESOLUTION**

Enacted and approved this 26th day of June, 2018, in Holly Hill

2.

CPI Rate Adjustment Request - Waste Pro of Florida, Inc.

(Requested by John McKinney, Finance)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Chris Via, District 4 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Byrnes, Currie, Danio, Via, Penny |

Enacted and approved this 26th day of June, 2018, in Holly Hill

3.

TPO Funding Agreement for FY2018-2019 with City of Holly Hill

(Requested by Valerie Manning, City Clerk)

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Chris Via, District 4 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Byrnes, Currie, Danio, Via, Penny |

Enacted and approved this 26th day of June, 2018, in Holly Hill

## 9. REGULAR AGENDA

1.

Continuing Services Contract for Architectural Services

(Requested by Antoine Khoury, Public Works)
Mr. Forte stated they went out to bid for Architectural Services. They received four bids

Attachment: Minutes - June 26, 2018 - Regular City Commission and CRA meeting (2094 : Minutes)

back. The staff put a committee together and recommend and *Hall & Ogle Architects, Inc.*, as the number one firm. If the Commission agrees with this and approves the agenda item as presented the staff will then go back and negotiate terms and conditions.

**Mayor Penny opened public participation. No one spoke.**

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Chris Via, District 4 - Commissioner |
| **SECONDER:** | Arthur J. Byrnes, District 1 - Commissioner |
| **AYES:** | Byrnes, Currie, Danio, Via, Penny |

Enacted and approved this 26th day of June, 2018, in Holly Hill

2. Resolution

Resolution 2018-R-40 A Resolution of the City Commission of the City of Holly Hill, Florida; Authorizing the City Manager to Enter into an Agreement with AT&T; and Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)
**Mayor Penny opened public participation. No one spoke.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Penny Currie, District 2 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Byrnes, Currie, Danio, Via, Penny |

**RESOLUTION**

Enacted and approved this 26th day of June, 2018, in Holly Hill

3.

Utility Rate Study

(Requested by John McKinney, Finance)
John McKinney, Finance Director gave a brief staff report to the Mayor and City Commissioners pertaining to the Utility Rate Study. He informed them that a rate study has not been done in over 20 years and is needed.

**Mayor Penny opened public participation. No one spoke.**

Commissioner Byrnes opposed the rate study.

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**PASSED, 4-1.**

| | |
|---|---|
| **RESULT:** | **APPROVED [4 TO 1]** |
| **MOVER:** | John C. Danio, District 3 - Commissioner |
| **SECONDER:** | Penny Currie, District 2 - Commissioner |
| **AYES:** | Currie, Danio, Via, Penny |
| **NAYS:** | Byrnes |

Enacted and approved this 26th day of June, 2018, in Holly Hill

4.

Lien Reduction Request for 430 Burleigh Avenue

(Requested by Joseph Forte, City Manager)
Mr. Forte gave an update on 430 Burleigh Avenue for the lien reduction request for this property. The following information was discussed with them from the staff report in their agenda packets. On August 22, 2017, the City Commission approved the following AMENDED motion by Commissioner Via: *"a motion finding that this property is a public nuisance and that city staff is directed to proceed with demolition unless the City Manager's determination a reasonable, viable, alternative to refurbish or rehab the structure is submitted prior to demolition, at which time the City Manager has the discretion to halt demolition and a time limit of 30-days to pull a permit or it's going to get torn down as directed by the City Manager, seconded by Commissioner Byrnes"*. This motion passed 5/0. Mr. Forte stated subsequently, James (Will) Nachazel, entered into an agreement (attached) with the City either to rehabilitate the property or have it demolished within a specific time period. Mr. Nachazel was unable to have the home rehabilitated which resulted in the home being demolished at the property owners expense. Mr. Nachazel has expended, according to his statement, over $38,000.00 in this process and is left with a vacant piece of land. Mr. Forte stated the original lien recorded was $297,254.00, which was negotiated to $5,000.00 under the terms and conditions set forth in the attached agreement. Mr. Nachazel is now requesting the lien be reduced from the negotiated $5,000.00 to $1,000.00. Mr. Forte stated in their agenda packet, he put together the city's out of pocket expenses is about $2,164.20. However, he made an error when he acknowledge the number of times the property went to the Special Master it was five times and he had accounted for $250.00 for each of those, however, the Special Master did not assess a $250.00 each time, they extended it. The number in their packet of $2,164.20 is really reduced by that $1,000 and the admin fee of 18% and the actual out of pocket cost for the city is about $984.35. Mr. Forte stated his position is that they entered into an agreement and both parties signed it for $5,000 and now they have, basically, a hardship claim that because of the amount of money spent, Mr. Nachazel is asking for that to be reduced. Mr. Forte stated he did inquire of Mr. Nachazel as to what his intension are with the property, whether he was going to eventually build on the property or sell the property and he is really unsure. Mr. Nachazel told him that depending on what happens with this, he may hold it and build in the future when he is ready to retire or he may decide to sell it now. Mr. Forte stated his big concern is that the property does stay in compliance and it doesn't become overgrown and it doesn't become

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an attractive nuisance. Mr. Forte stated he doesn't really have a recommendation. He is just telling the Mayor and Commissioners the facts that they had an agreement for $5,000, according to Mr. Nachazel has put $38,000 into it and is requesting that the city reduce it down to $1,000.

There was some discussion amongst the Mayor, Commissioner, Attorney Simpson and staff.

*Commissioner Byrnes made a motion to* ***APPROVE the Lien Reduction for 430 Burleigh Avenue in the amount of $1,000 payable within 30 days****, seconded by Commissioner Via.*

**Mayor Penny opened public participation.**

The following individuals spoke to the Mayor and City Commissioners: Jim Legary, 342 Burleigh Avenue, Holly Hill and Dennis Smith, Holly Hill.

**Mayor Penny closed public participation.**

**FAILED, 2-3 (Currie, Danio and Mayor Penny)**

Mayor Penny asked if someone would like to make a motion on the $5,000.

*Commissioner Currie made a motion to* ***APPROVE a Lien Reduction in the amount of $5,000 as originally agreed and they stand by the original agreement of the negotiated terms and direct the City Manager to move forward with sending an invoice for collection within 30 days and authorizing the City Manager to pursue all legal avenues for the collection of the $5,000,*** *seconded by Commissioner Danio.*

**Mayor Penny opened public participation.**

The following individuals spoke to the Mayor and City Commissioners: Jeff Martin, 934 Jasmine Avenue, Holly Hill.

**Mayor Penny closed public participation.**

**PASSED, 3-2 (Byrnes and Via opposed)**

| | |
|---|---|
| **RESULT:** | **APPROVED [3 TO 2]** |
| **MOVER:** | Penny Currie, District 2 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Currie, Danio, Penny |
| **NAYS:** | Byrnes, Via |

Enacted and approved this 26th day of June, 2018, in Holly Hill

Attachment: Minutes - June 26, 2018 - Regular City Commission and CRA meeting (2094 : Minutes)

## 10. PUBLIC HEARINGS

1.

Capital Improvements Plan (CIP) Update - 2017-2018 through 2021-2022

(Requested by Brian Walker, City Planner)
Brian Walker, City Planner gave a brief staff report to the Mayor and City Commissioners for the Capital Improvements Plan (CIP) update for FY2017-2018 through 2021-2022.

**Mayor Penny opened public participation.**

Gilles Blais, 710 Magnolia Avenue, Holly Hill.

**Mayor Penny closed public participation.**

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Chris Via, District 4 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Byrnes, Currie, Danio, Via, Penny |

Enacted and approved this 26th day of June, 2018, in Holly Hill

## 11. COMMUNICATIONS

A. City Manager & Staff Comments
Mr. Forte informed the Mayor and Commissioners that he will be bringing an update to the Overhead to Underground Utilities to them. Several years ago, Mr. Harowski applied for sidewalk expansion projects on 15th Street, Flomich and Center Avenue; spoke about the trouble trying to get LAP Certified and the difficulties the city had with the County and he has hired some people that can be LAP Certified. He would like to withdraw the application and do it in-house.

*Commissioner Currie made a motion to **WITHDRAW the application**, seconded by Commissioner Byrnes.*

**Mayor Penny opened public participation. No one spoke.**

**PASSED, 5-0.**

Mr. Forte asked what was the length of time the Commission gave for outside displays because staff is working on the Ordinance to bring back to the Commission. There was ***CONSENSUS*** that it **was 6 months to sunset outside displays.**

B. City Attorney Comments
None.

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C. City Commission Comments

Commissioner Via asked Tony Cassata to come forward and speak about the upcoming event that he will be hosting with the Holly Hill Sea Plane base splash event that will be coming up on September 1st - Splash In on the Halifax. Soft opening on the river, six air planes landing, food, free event, BBQ, they are trying to get fifteen to twenty airplanes, car show, the public is invited, they will take care of everything. Hoping for good weather. Mr. Cassata thanked the city for everything. The splash-in will be at hosted at Sunrise Park. They might need a little help with parking.

Commissioner Via agrees that its going to be a good event. He appreciates everyone's opinions and he thinks that's why there is five of them up there because they saw the difference in opinions sometimes.

Commissioner Danio wished everyone a Happy 4th of July; good discussion tonight.

Commissioner Currie likes the public involvement; continue to have more attendance; good discussion up here tonight and can be civil about it; looking forward to the Tony's event; more community involvement; Happy 4th of July.

Commissioner Byrnes took some time to go around and thank the current Commissioners for their services; didn't recognize any of the candidates or opponents in the meeting tonight; if they are running for office or the highest office they should be here.

D. Mayor's Comments

Mayor Penny thanked everyone for coming and if anyone has any questions or just wants to talk, he encourages them to speak to the Commissioners. Everyone is accessible.

**12. ADJOURNMENT**

The meeting adjourned at approximately 8:50 PM.

Attachment: Minutes - June 26, 2018 - Regular City Commission and CRA meeting (2094 : Minutes)

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **July 10, 2018**
**FROM:** **Valerie Manning**
**SUBJECT:** **Resolution 2018-R-42 A Resolution of the City of Holly Hill, Florida, Authorizing the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Welfare (CCFAW) a Trap/Neuter/Return (TNR) Program for Control of the Free Roaming Cat Population; and Providing for Severability; Providing and Allowing for Budgetary Concerns; and Providing for an Effective Date.**
**NUMBER:** **(ID # 2099)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

A review of the program, as proposed by Concerned Citizens for Animal Welfare (CCFAW), demonstrates that local TNR efforts are proving effective in our community.

The current MOU is set to expire in September 2018.

## FISCAL ANALYSIS:

This is a budgeted expenditure not to exceed $10,000 annually.

## STAFF RECOMMENDATION:

Authorize the City Manager to continue the TNR program in the City of Holly Hill with Concerned Citizens for Animal Welfare (CCFAW) and sign the MOU for FY2018-2019.

## COMMISSION GOAL:

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4:** Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

**MOTION:**

**APPROVE RESOLUTION 2018-R-42, AUTHORIZING THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; AND PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS.**

**ATTACHMENTS:**

- TNR Program with COHH FY2018-2019 (PDF)
- TNR FEE SCHEDULE - Redinger Clinic (PDF)

# Resolution No. (ID # 2099)

## RESOLUTION 2018-R-42 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR WELFARE (CCFAW) A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR CONTROL OF THE FREE ROAMING CAT POPULATION; AND PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE.

**RESOLUTION 2018-R-42**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; PROVIDING AND ALLOWING FOR BUDGETARY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City recognizes that many free roaming cats are often deemed unadoptable and unfortunately euthanized; and

**WHEREAS**, by partnering with the Concerned Citizens for Animal Welfare (CCFAW), cat colonies can be safely maintained; and

**WHEREAS**, Trap/Neuter/Return programs have been operating in Holly Hill which have demonstrated promising cost savings.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1**. The City Commission supports the continued memorandum of understanding partnership with the Concerned Citizens for Animal Welfare (CCFAW) in order to better serve the animals, particularly feral cats, while providing the savings of tax dollars.

**SECTION 2**. **SEVERABILITY** If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3**. **EFFECTIVE DATE** This Resolution shall take effect immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED on this 10th day of JULY, 2018.**

**HOLLY HILL TNR PROGRAM**
**CITY OF HOLLY HILL RESPONSIBILITES**
**FY2018-2019**

1. The City of Holly Hill TNR Program only includes the cat spay or neuter, rabies and distemper shots, ear tipping and pain medications. The City of Holly Hill pays an additional charge if the cat is pregnant.

   ***Note: Holly Hill only pays for flea medication if the cat is infested with fleas and the cat must be treated prior to surgery.***

2. The City of Holly Hill does NOT pay for feline leukemia/fiv tests; feline leukemia shots; microchipping; worming; flea medications (unless required to do surgery); or any other veterinary costs that are not related to the spay or neuter under the TNR Program.

   ***Note: CCFAW does not provide these tests or procedures.***

3. It is the responsibility of the caregiver to trap and transport the cat to and from the veterinarian or spay-neuter clinic.
4. It is the responsibility of the caregiver to monitor the cat after surgery and to assess its condition for release.
5. Once the cat is fixed it is returned by the caregiver to the colony.
   ***RELOCATION DOES NOT WORK WITH FREE ROAMING OR FERAL CATS.***
6. It is the responsibility of the caregiver to provide food and/or shelter for the cats in their colony.
7. Caregivers who do not follow the rules set down by the City of Holly Hill and/or CCFAW will be eliminated from the program.

**NOTES:**

(a) The ears of all free-roaming or feral cats are tipped in accordance with the accepted procedure from the Alley Cat Allies website.

(b) If the caregiver is going to put the cat up for adoption they must notify CCFAW that the ear is not to be tipped. The caregiver must also reaffirm this with the clinic when the cat is dropped off for surgery.

(c) CCFAW and/or the City of Holly Hill are not responsible if ear tipping information is not given to the veterinarian prior to surgery.

(d) If the caregiver traps kittens or cats that are adoptable it is up to the caregiver to foster and then find homes for these animals.

(e) The City of Holly Hill and/or CCFAW do not take cats or kittens for adoption.

(f) CCFAW can post the cats or kittens on Facebook and on Adopt-A-Pet to help get them adopted.



Attachment: TNR Program with COHH FY2018-2019 (2099 : Trap/Neuter/Return (TNR) Program - Continuation of Program)

(g) If CCFAW has room in the kitten cages at PetSmart or if one of the other rescues that we work with has room at their venue we could consider letting the caregiver bring the kittens each adoption day and then pick them up the same day if they are not adopted.
(h) Adoption rules and regulations set forth by CCFAW do apply to any cat or kitten adopted at one of CCFAW or its affiliates venues.

City of Holly Hill, FL

_____
Joseph A. Forte, City Manager

Date: _____

CCFAW Representative

Pat Mihalic
CCFAW



Attachment: TNR Program with COHH FY2018-2019 (2099 : Trap/Neuter/Return (TNR) Program - Continuation of Program)

# TNR FEE SCHEDULE

| PROCEDURE | REDINGER FEE | |
|---|---|---|
| CAT SPAY | $35.00 | |
| CAT NEUTER | $22.00 | |
| PREGNANT CAT | $10.00 | |
| RABIES & DISTEMPER SHOTS | $15.00 | |
| *EAR TIPPING | $.00 | |
| *PAIN SHOT | $.00 | |
| *FLEA MEDICATION | $.00 | |
| *EUTHANASIA | SEE BELOW | |

***EAR TIPPING – The cats left ear is tipped in accordance with the method used by Alley Cat Allies. The Alley Cat Allies website at www.alleycat.org provides detailed information on proper ear tipping procedures.**

***PAIN SHOT – Redinger Clinic includes the pain shot in the cost of surgery**

***FLEA MEDICATION – Flea medication is used if the cat has fleas that would interfere with proper surgery procedures.**

***EUTHANASIA – If the cat has a life threatening condition please call CCFAW so they can notify the caregiver that the cat must be euthanized. We do not euthanize FIV cats unless the cat is not fit to return to the colony.**
***Euthanasia Fee Schedule: Cat is euthanized for the cost of the surgery with no cremation fee.***

***EXAMINATION – After the cat is anesthetized an examination is performed on the cat to determine if the cat is fit for surgery and can be returned to the wild. If the veterinarian determines that the cat has minor conditions that should be attended to before returning to the wild (abscesses; scabies; wounds; etc.) they should call CCFAW for payment authorization for the procedure.**

**Notes:**

1. **The Cities of Port Orange, Edgewater and Holly Hill DO NOT pay for feline leukemia/fiv tests; feline leukemia shots; microchipping; worming; flea medications (unless required to do surgery); or any other veterinary costs that are not related to the spay or neuter under the TNR Program.**

2. **If the cat is adoptable it is the responsibility of the caregiver to pay for a feleuk/fiv test. CCFAW must be called to authorize the test if they are paying the cost. The Redinger clinic charges $18.00 for the test.**

3. **CCFAW must approve any additional procedures requested by the caregiver that are not covered under the TNR program. CCFAW will pay for additional procedures as long as approval is given by a resprsentative of CCFAW (Cheryl Robel, Pat Mihalic, Bob Belt or Julie Ozburn).**

4. **If the veterinarian cannot reach CCFAW they can use their own judgment as to how to proceed with any necessary procedure not covered by the TNR program. CCFAW will guarantee payment of necessary procedure authorized by the veterinarian.**

5. **CCFAW is providing the TNR fee schedule to all municipalities who adopt the program.**

6. **CCFAW Contact Information: Telephone: Pat Mihalic @ 386-405-1559 ~ Cheryl Robel @ 386-760-2324; Email: ccfaw@ccfaw.org**

Attachment: TNR FEE SCHEDULE - Redinger Clinic (2099 : Trap/Neuter/Return (TNR) Program - Continuation of Program)

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **July 10, 2018**
**FROM:** **Valerie Manning**
**SUBJECT:** **Resolution 2018-R-43 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with the County of Volusia to Provide Municipal Fleet Fueling Services; Providing for Severability; and Providing for an Effective Date.**
**NUMBER:** **(ID # 2095)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

The City currently holds an Interlocal Agreement with the County of Volusia providing for fleet fueling services by the County to the City and this agreement is due to expire September 2018.

The Interlocal Agreement provides fleet maintenance services as follows:

1. Fueling Services including maintenance of fueling facilities and issuing authorization keys.
2. Fleet Management Fueling Facilities available for City fueling purposes. There are seven facilities available around the County including the local facility on Walker Street.
3. Fuel rates are current County cost at the time of fuel consumption by the city, plus sixteen (16¢) cents per gallon, unleaded and twenty eight (28¢) cents per gallon, diesel.

The new Interlocal Agreement will be for October 1, 2018 through September 30, 2021.
Fueling services will be for FY2018-2019 through FY2020-2021.

## FISCAL ANALYSIS:

This is a budgeted item in the FY2018-2019 through FY2020-2021.

## STAFF RECOMMENDATION:

Authorized the City Manager to enter into an agreement with the County of Volusia to provide municipal fleet fueling services.

## COMMISSION GOAL:

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

## MOTION:

**APPROVE RESOLUTION 2018-R-43, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF VOLUSIA TO PROVIDE MUNICIPAL FLEET FUELING SERVICES.**

## ATTACHMENTS:

- NEW - Volusia County Interlocal Fueling Agreement with City (PDF)
- CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (PDF)

# Resolution No. (ID # 2095)

## RESOLUTION 2018-R-43 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF VOLUSIA TO PROVIDE MUNICIPAL FLEET FUELING SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**RESOLUTION 2018-R-43**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF VOLUSIA TO PROVIDE MUNICIPAL FLEET FUELING SERVICES; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** City staff have received a proposal from the County of Volusia to provide Municipal Fleet Fueling Services; and

**WHEREAS,** City staff considers this to be a fair and equitable agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission does hereby approve the agreement and authorize the City Manager to execute the agreement with the County of Volusia for the provision of municipal fleet fueling services by the County of Volusia to the City of Holly Hill.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED this 10th day of JULY, 2018.**

Attachment: NEW - Volusia County Interlocal Fueling Agreement with City (2095 : Interlocal Agreement for Fleet Fueling Services with County)

# INTERLOCAL AGREEMENT FOR THE PROVISION OF MUNICIPAL FLEET FUELING SERVICES BY COUNTY OF VOLUSIA TO CITY OF HOLLY HILL

**THIS AGREEMENT** is entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4612, hereinafter referred to as **"COUNTY"**, and City of Holly Hill, with administrative offices at 1065 Ridgewood Avenue, Holly Hill, Florida 37117, hereinafter referred to as **"CITY."**

## RECITALS

WHEREAS, the COUNTY is authorized by §125.01(1)(p), Florida Statutes, to "enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions;" and

WHEREAS, public agencies (including COUNTY and CITY) are authorized by §163.01(14), Florida Statutes, to "enter into contracts for the performance of service functions of [such] public agencies, but *shall not be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers."* The parties expressly deny any intent, express or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY; and

WHEREAS, the foregoing authorization for such agreements is granted to counties and public agencies for the purpose of permitting "local governmental units to make the *most efficient use* of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." §163.01(2), Florida Statutes; and

WHEREAS, CITY after evaluation of options for the provision, has made a determination that it will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel; and

WHEREAS, COUNTY certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated therein, and COUNTY is willing to provide such services to CITY.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the parties agree as follows:

Attachment: NEW - Volusia County Interlocal Fueling Agreement with City (2095 : Interlocal Agreement for Fleet Fueling Services with County)

## PART I. General Provisions

1. Legislative Findings/Representations. The foregoing representations and findings are hereby adopted and incorporated herein as a material part of this Agreement.

2. Purpose. The purpose of this Agreement is for the COUNTY to provide specified *municipal services* to CITY (hereinafter, the "Contract Services"), at an agreed upon level of services "LOS") as established herein.

3. County Departments. COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organizational line of the COUNTY'S Departments (hereinafter, "Departments"), as depicted in PART II hereof. The Director of the applicable Department (or his/her designee) shall be the COUNTY'S liaison to CITY for the purposes of performance, interpretation and implementation of this Agreement.

4. No Pledge of Ad Valorem Taxes. The parties agree that this Agreement does not constitute a general indebtedness of either party within the meaning of any constitutional statutory, or charter provision or limitation, and the parties expressly agree that the neither shall have the right to require or compel the exercise of ad valorem taxing power of the other or taxation of any real or personal property therein for providing the services described herein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of either party or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the parties respectively. The parties' monetary obligations to one another pursuant to this Agreement is limited to the budgeted amount for the then current fiscal year of this Agreement and is otherwise limited to legally available non ad-valorem tax revenues.

5. Division of Management Responsibilities. The Contract Services specified in this Agreement reflect the managerial and policy decisions of CITY. Beyond the types of services identified herein, CITY may identify the task within the scope of this Agreement to be performed by COUNTY, and the portion of the recent budget to be allocated thereto, including, but not limited to, the location, and nature of specific projects. The COUNTY shall have responsibility for the operational management of the actual service. In cases where specific professional standards are applicable to the design or performance of such task, the COUNTY'S designated officer in charge ("OIC"), the designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director or the OIC shall be available on a regular basis to CITY authorized designee to provide consultation and recommendations as contemplated herein.

6. Level of Service (LOS). COUNTY agrees to provide the personnel and equipment at the LOS established herein. Should the CITY desire the COUNTY provide services either different in kind, or at a higher level than that contemplated herein, the CITY Manager shall make written request therefore to the County Manager. Any Agreement modification to the LOS shall be reduced to writing and approved by both parties. Any reduction in LOS desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise.

7. Personnel Matters. COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not require

any particular COUNTY employee to be dedicated fulltime to the Contract Services. All COUNTY personnel assigned to perform Contract services shall remain subject to COUNTY merit rules and regulations for all purposes contemplated merit and cost-of-living raises, annual leave and sick leave and disciplinary actions. Any claim of a disciplinary nature by the CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the "appointment authority" for such employee, for all purposes designated under the COUNTY Merit Rules. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

8. Term. This Agreement shall take effect on the October 1, 2018, and shall terminate on September 30, 2021, unless renewed or otherwise terminated as set forth in this section and Part I, Section 9 respectively. The parties may, by mutual agreement, renew this Agreement upon the same or modified terms. Should the CITY desire to renew this Agreement, it shall make application in writing therefore, to COUNTY no later than February 1 of that contract year.

9. Termination. Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Part I, Section 10, given no less than one hundred (180) days prior to the requested termination date. Such notice shall be the date the receipt therefore is signed by an official or authorized representative of the other party.

10. Notice. Notice as required to be given in this Agreement shall be provided to the following persons:

| | **a. COUNTY:** | **b. CITY:** |
|---|---|---|
| | County of Volusia<br>123 W. Indiana Avenue<br>DeLand, FL 32720-4612<br>Attention: County Manager | City of Holly Hill, Florida<br>1065 Ridgewood Avenue<br>Holly Hill, FL 32117 |
| Copy to: | Central Services Director<br>1270 Indian Lake Road<br>Daytona Beach, FL 32124 | Attn: City Manager<br>1065 Ridgewood Avenue<br>Holly Hill, FL 32117 |

11. Third Parties. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

12. Dispute Resolution. Any disputes concerning non–performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, "Florida Governmental Conflict Resolution Act."

13. Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall



Attachment: NEW - Volusia County Interlocal Fueling Agreement with City (2095 : Interlocal Agreement for Fleet Fueling Services with County)

not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

**PART II. Services and Billing**

1. Services

a. Except as provided in subsection (b) hereof, the COUNTY through its Fleet Management Division, shall provide the facilities, personnel, and supplies necessary and desirable to perform Fleet-refueling services to vehicles and equipment owned by CITY.

b. In the event of an emergency, the CITY acknowledges and understands that COUNTY cannot guarantee provision of the goods and services described in paragraphs (a) above, and CITY shall make alternative provision for these goods and services during such an event. Thus the COUNTY's provision of fuel to the CITY pursuant to this Agreement shall be subject to fuel availability as described hereafter. The COUNTY has a fuel rationing plan in place for times of emergency. An emergency is defined as any circumstance where the fuel supply will experience or is expected to experience an interruption. Partial rationing is referred to as **Mission Essential**. Full rationing is referred to as **Mission Critical**. Notification of emergencies will be accomplished through the Emergency Operations Center (EOC), through the COUNTY's intranet system (*i.e.* Employee News Network or "ENN"), and by phone or e-mail as appropriate. During times of emergency vehicles from outside agencies may be locked out of the COUNTY fuel system. When the fuel supply returns to normal levels as determined by the COUNTY, the COUNTY will lift all restrictions from COUNTY pumps.

c. Attached hereto and incorporated by reference is Attachment 1 Fleet Management Services Options and Schedule of Charges.

2. Billing

All direct costs will be accounted for by vehicle identification

Billing shall be done monthly using the FMS in-house computer system. Bills are to be itemized and sent:

**Attention: City of Holly Hill, Florida**

Finance Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY shall pay the COUNTY for services within forty-five (45) days of receipt by CITY of COUNTY invoice for services. Payment and any penalties, including interest, shall be



Attachment: NEW - Volusia County Interlocal Fueling Agreement with City (2095 : Interlocal Agreement for Fleet Fueling Services with County)

made in compliance with Florida Statutes Chapter 218, Part VII and the Volusia County Code of Ordinances and the Purchasing Procedures Manual.

**PART III. Miscellaneous**

1. Sovereign Immunity. Each participating party expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Unless otherwise pre-empted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity and/or the limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature. Nothing in this section shall be deemed to relieve or limit the amounts to be paid by either party for services rendered by the other party. Nor shall anything in this Agreement be construed or interpreted as requiring or allowing one party to this Agreement to indemnify or insure the other party to this Agreement for the other party's negligence or to assume any liability for the other party's negligence in contravention of § 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

2. Hold Harmless. Each party shall defend and hold the other harmless from each party's own negligent acts related to or arising from this Agreement. CITY shall be further responsible for promptly notifying the proper response authorities, environmental agency or agencies, and each other of any Hazardous Materials ("HAZMAT"), fuel, or pollutant spills and/or releases caused by CITY and undertaking diligent and reasonable efforts to contain and clean any such spills or releases upon the occurrence thereof. For fuel spills and/or pollutant releases caused by CITY, CITY shall, in addition to its indemnification obligations hereunder, reimburse the COUNTY for the amount of the deductible paid on any claim against the COUNTY's pollution liability and/or storage tank policy. Containment and cleanup of any spills and/or releases will be the responsibility of the party that caused the spill and/or release. CITY will also be responsible for any damage to a COUNTY facility that occurs as a direct result of use by CITY, normal wear and tear excepted. For the purposes of this section, the term COUNTY shall mean and refer to the County of Volusia, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status. This section shall survive the expiration or termination of this Agreement.

3. Insurance. The CITY shall provide and maintain at all times during the term of the Agreement, without cost or expense to the County of Volusia, either an adequate self-insurance fund or policies of insurance, or both which insures the CITY against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating acts or omissions of the CITY which arise under the terms and provisions of the Agreement or which are in any way related thereto. For the purposes of this Section 3. Insurance and its subsections, the term COUNTY shall mean and refer to the County of Volusia, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the COUNTY has agreed by contract to provide additional insured status.



Attachment: NEW - Volusia County Interlocal Fueling Agreement with City (2095 : Interlocal Agreement for Fleet Fueling Services with County)

3.1 Coverage whether by self-insurance, commercial insurance or a combination thereof shall include:

3.1.1 Commercial General Liability in the minimum amount of ONE MILLION ($1,000,000) DOLLARS;

3.1.2 Business Automobile Liability Insurance in the minimum amount of ONE HUNDRED THOUSAND ($100,000) DOLLARS per person. THREE HUNDRED THOUSAND ($300,000) DOLLARS per occurrence, bodily injury and property damage liability; and

3.1.3 Pollution Liability insurance in the amount of ONE MILLION ($1,000,000) DOLLARS.

3.2 The CITY shall secure and maintain at its sole cost and expense all Workers' Compensation insurance required by Florida law, for all employees or contracted workers who are allowed to obtain services under this Agreement. Such Workers' Compensation insurance shall include a waiver of subrogation under which the insurer agrees not to seek restitution or recovery for damages or losses occasioned by the acts of the COUNTY.

3.3 If any CITY contract worker is allowed to obtain fuel or other services under this Agreement, the CITY shall require each contract worker or worker's employer to obtain a policy or policies with coverages that conform to the above mentioned requirements and to provide the CITY with a copy of a current certificate of insurance.

3.4 Each liability policy shall state that the policy cannot be canceled or materially changed without first giving (30) days prior notice thereof n writing to the COUNTY.

3.5 The CITY shall provide a copy to the COUNTY of each certificate of insurance or self-insurance providing the coverage required by the Agreement. Each such certificate of insurance or self-insurance for coverages shall be furnished by the CITY to the COUNTY at the following address: Risk Management, Suite 250, 230 N. Woodland Blvd, DeLand, Florida 32721-4613, attention: Charles Spencer, Risk Manager, or his successor.

Each certificate shall be dated and show:

3.5.1 The name of the insured, the specified job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

3.5.2 The County of Volusia, Florida as additional named insured on each liability policy.

3.6 The COUNTY shall be exempt from, and in no way liable for, any sums of money which represent a deductible or self-insured retention in any insurance policy. The payment of deductible or self-insured retention shall be the sole responsibility of the CITY and/or contractor responsible for the coverage.

3.7 If any policy as required is written on a claims-made basis, the CITY warrants that any retroactive date applicable to coverage under the policy precedes the effective date



Attachment: NEW - Volusia County Interlocal Fueling Agreement with City (2095 : Interlocal Agreement for Fleet Fueling Services with County)

of this Agreement, and that continuous coverage will be maintained during the Term of the Agreement and for a period of two (2) years thereafter.

3.8 No fuel or services will be provided until each certificate of insurance or self-insurance is filed with the COUNTY.

3.9 Failure of the CITY to provide the insurance coverages described above and keep on file with the COUNTY at all times a current certificate of insurance for each policy required hereunder shall be a material breach of the Agreement.

3.10 The CITY shall give prompt written notice to the COUNTY of all known losses, damages, or injuries to any person or to property of the COUNTY or third persons that may be in any way related to the Agreement or for which a claim might be made against the COUNTY. The CITY shall promptly report to the COUNTY any such claims or potential claims which are known by the CITY, whether related to matters insured or uninsured.

3.11 This section shall survive the expiration or termination of this Agreement.

4. Authorized Users/Vehicles. CITY shall provide an initial list of vehicles and users authorized to use fuel services with key holder assignment and provide written updates to this list in the same format as they occur and before any new user or vehicle will be recognized for fuel service at the fueling facilities.

5. Fuel Keys. CITY shall report a lost Fleet Management fuel key immediately to Fleet Management to help to prevent unauthorized fuel usage. Any fuel dispensed with a lost key will be charged to CITY which shall be required to pay for the same.

6. Entire Agreement. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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Attachment: NEW - Volusia County Interlocal Fueling Agreement with City (2095 : Interlocal Agreement for Fleet Fueling Services with County)

**IN WITNESS WHEREOF,** the parties to this Interlocal Agreement for the Provision of Municipal Fleet Fueling Services by County of Volusia to City of Holly Hill have caused the same to be signed by their duly authorized representatives as set forth below.

**CITY OF HOLLY HILL**

By: _____

Name: Joseph Forte
Title: City Manager
Date: _____

ATTEST:

By:_____
Name: Valerie Manning
Title: City Clerk
Date: _____

**COUNTY OF VOLUSIA, a political subdivision of the State of Florida**

By:_____

Name: Ed Kelley
Title: County Chair
Date: _____

ATTEST:

By: _____
Name: George Recktenwald
Title: Interim County Manager
Date: _____

Attachment: NEW - Volusia County Interlocal Fueling Agreement with City (2095 : Interlocal Agreement for Fleet Fueling Services with County)



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Attachment: NEW - Volusia County Interlocal Fueling Agreement with City (2095 : Interlocal Agreement for Fleet Fueling Services with County)

# ATTACHMENT 1

## FLEET MAINTENANCE SERVICES OPTIONS
## SCHEDULE OF CHARGES

FMS available to CITY are as follows:

I. FUELING SERVICES

A-1. Maintenance of fuel inventories and operations of fuel facilities for in-house fueling of vehicles/equipment.
A-2. Issuance of vehicle identification and employee identification keys for easy processing and security of in-house fueling.

*Financial and Information Services*

B-1. Monthly billing report including utilization data by vehicle identification
B-2. Annual utilization report.

*Extra Charge Services*

C-1. Replacement of lost or stolen fuel keys $10.00 each.
C-2. Damage to COUNTY fuel station facility or equipment. Cost of repair.

II. FLEET MANAGEMENT FUELING FACILITIES

Deland R&B- 2560 W. State Road Highway 44, DeLand, FL
New Smyrna Beach R&B - 530 Old North Dixie Highway, New Smyrna Beach, FL
Osteen R&B - 200 N. State Road Highway 415, Osteen, FL
Daytona Beach Indian Lake Road - 1336 Indian Lake Road, Daytona Beach, FL
Daytona Beach Landfill - 1990 Tomoka Farms Road, Daytona Beach, FL
Holly Hill R&B - 455 Walker St., Holly Hill, FL
Transfer Station – 261 DeLand Crossings Blvd. DeLand, FL

III. HOURS OF OPERATION AND KEY PHONE NUMBERS

All fueling locations are open 24 hours a day, except Deland Road and Bridge and the Tomoka Landfill.

| | |
|---|---|
| Deland Road and Bridge: | 7:30 am – 6:00 pm weekdays |
| Tomoka Landfill: | 7:00 am - 5:30 pm Monday through Saturday |

IV. CHARGING FOR SERVICES

*Direct Rates for Service Method*

All direct costs will be accounted for by vehicle identification. Fuel rates are current County cost at the time of fuel consumption by CITY, plus sixteen (16¢) cents per gallon, unleaded and twenty eight (28¢) cents per gallon, diesel. Special Service rates for special services shall be negotiated at the time of the request done in accordance with Part I, Sections 6 and 7 of the Agreement. See also C-1 and C-2 for extra charge services. Any labor provided shall be at the then current rate. All rates are current and may be modified yearly or upon renewal of this agreement.

# INTERLOCAL AGREEMENT FOR THE PROVISION OF MUNICIPAL FLEET FUELING SERVICES BY COUNTY OF VOLUSIA TO CITY OF HOLLY HILL

**THIS AGREEMENT** is entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4612, hereinafter referred to as **"COUNTY"**, and City of Holly Hill, with administrative offices at 1065 Ridgewood Avenue, Holly Hill, Florida 37117, hereinafter referred to as **"CITY."**

## RECITALS

WHEREAS, the COUNTY is authorized by §125.01(1)(p), Florida Statutes, to "enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions;" and

WHEREAS, public agencies (including COUNTY and CITY) are authorized by §163.01(14), Florida Statutes, to "enter into contracts for the performance of service functions of [such] public agencies, but *shall not be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers."* The parties expressly deny any intent, express or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY; and

WHEREAS, the foregoing authorization for such agreements is granted to counties and public agencies for the purpose of permitting "local governmental units to make the *most efficient use* of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." §163.01(2), Florida Statutes; and

WHEREAS, CITY after evaluation of options for the provision, has made a determination that it will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel; and

WHEREAS, COUNTY certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated therein, and COUNTY is willing to provide such services to CITY.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the parties agree as follows:



Attachment: CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (2095 : Interlocal Agreement for Fleet Fueling

## PART I. General Provisions

1. Legislative Findings/Representations. The foregoing representations and findings are hereby adopted and incorporated herein as a material part of this Agreement.

2. Purpose. The purpose of this Agreement is for the COUNTY to provide specified *municipal services* to CITY (hereinafter, the "Contract Services"), at an agreed upon level of services "LOS") as established herein.

3. County Departments. COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organizational line of the COUNTY'S Departments (hereinafter, "Departments"), as depicted in PART II hereof. The Director of the applicable Department (or his/her designee) shall be the COUNTY'S liaison to CITY for the purposes of performance, interpretation and implementation of this Agreement.

4. No Pledge of Ad Valorem Taxes. The parties agree that this Agreement does not constitute a general indebtedness of either party within the meaning of any constitutional statutory, or charter provision or limitation, and the parties expressly agree that the neither shall have the right to require or compel the exercise of ad valorem taxing power of the other or taxation of any real or personal property therein for providing the services described herein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of either party or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the parties respectively. The parties' monetary obligations to one another pursuant to this Agreement is limited to the budgeted amount for the then current fiscal year of this Agreement and is otherwise limited to legally available non ad-valorem tax revenues.

5. Division of Management Responsibilities. The Contract Services specified in this Agreement reflect the managerial and policy decisions of CITY. Beyond the types of services identified herein, CITY may identify the task within the scope of this Agreement to be performed by COUNTY, and the portion of the recent budget to be allocated thereto, including, but not limited to, the location, and nature of specific projects. The COUNTY shall have responsibility for the operational management of the actual service. In cases where specific professional standards are applicable to the design or performance of such task, the COUNTY'S designated officer in charge ("OIC"), the designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director or the OIC shall be available on a regular basis to CITY authorized designee to provide consultation and recommendations as contemplated herein.

6. Level of Service (LOS). COUNTY agrees to provide the personnel and equipment at the LOS established herein. Should the CITY desire the COUNTY provide services either different in kind, or at a higher level than that contemplated herein, the CITY Manager shall make written request therefore to the County Manager. Any Agreement modification to the LOS shall be reduced to writing and approved by both parties. Any reduction in LOS desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise.



Attachment: CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (2095 : Interlocal Agreement for Fleet Fueling

7. Personnel Matters. COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not require any particular COUNTY employee to be dedicated fulltime to the Contract Services. All COUNTY personnel assigned to perform Contract services shall remain subject to COUNTY merit rules and regulations for all purposes contemplated merit and cost-of-living raises, annual leave and sick leave and disciplinary actions. Any claim of a disciplinary nature by the CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the "appointment authority" for such employee, for all purposes designated under the COUNTY Merit Rules. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

8. Term. This Agreement shall take effect on the October 1, 2015, and shall terminate on September 30, 2018, unless renewed or otherwise terminated as set forth in this section and Part I, Section 9 respectively. The parties may, by mutual agreement, renew this Agreement upon the same or modified terms. Should the CITY desire to renew this Agreement, it shall make application in writing therefore, to COUNTY no later than February 1 of that contract year.

9. Termination. Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Part I, Section 10, given no less than one hundred (180) days prior to the requested termination date. Such notice shall be the date the receipt therefore is signed by an official or authorized representative of the other party.

10. Notice. Notice as required to be given in this Agreement shall be provided to the following persons:

| | **a. COUNTY:** | **b. CITY:** |
|---|---|---|
| | County of Volusia<br>123 W. Indiana Avenue<br>DeLand, FL 32720-4612<br>Attention: County Manager | City of Holly Hill, Florida<br>1065 Ridgewood Avenue<br>Holly Hill, FL 32117 |
| Copy to: | Central Services Director<br>1270 Indian Lake Road<br>Daytona Beach, FL 32124 | Attn: City Manager<br>1065 Ridgewood Avenue<br>Holly Hill, FL 32117 |

11. Third Parties. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

12. Dispute Resolution. Any disputes concerning non–performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, "Florida Governmental Conflict Resolution Act."



Attachment: CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (2095 : Interlocal Agreement for Fleet Fueling

13. Severability. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

**PART II. Services and Billing**

1. Services

a. Except as provided in subsection (b) hereof, the COUNTY through its Fleet Management Division, shall provide the facilities, personnel, and supplies necessary and desirable to perform Fleet-refueling services to vehicles and equipment owned by CITY.

b. In the event of an emergency, the CITY acknowledges and understands that COUNTY cannot guarantee provision of the goods and services described in paragraphs (a) above, and CITY shall make alternative provision for these goods and services during such an event. Thus the COUNTY's provision of fuel to the CITY pursuant to this Agreement shall be subject to fuel availability as described hereafter. The COUNTY has a fuel rationing plan in place for times of emergency. An emergency is defined as any circumstance where the fuel supply will experience or is expected to experience an interruption. Partial rationing is referred to as **Mission Essential**. Full rationing is referred to as **Mission Critical**. Notification of emergencies will be accomplished through the Emergency Operations Center (EOC), through the COUNTY's intranet system (*i.e.* Employee News Network or "ENN"), and by phone or e-mail as appropriate. During times of emergency vehicles from outside agencies may be locked out of the COUNTY fuel system. When the fuel supply returns to normal levels as determined by the COUNTY, the COUNTY will lift all restrictions from COUNTY pumps.

c. Attached hereto and incorporated by reference is Attachment 1 Fleet Management Services Options and Schedule of Charges.

2. Billing

All direct costs will be accounted for by vehicle identification

Billing shall be done monthly using the FMS in-house computer system. Bills are to be itemized and sent:

**Attention: City of Holly Hill, Florida**

Finance Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117



Attachment: CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (2095 : Interlocal Agreement for Fleet Fueling

CITY shall pay the COUNTY for services within forty-five (45) days of receipt by CITY of COUNTY invoice for services. Payment and any penalties, including interest, shall be made in compliance with Florida Statutes Chapter 218, Part VII and the Volusia County Code of Ordinances and the Purchasing Procedures Manual.

## PART III. Miscellaneous

1. Sovereign Immunity. Each participating party expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Unless otherwise pre-empted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity and/or the limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of either party for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this section shall be deemed to relieve or limit the amounts to be paid by either party for services rendered by the other party. Nor shall anything in this Agreement be construed or interpreted as requiring or allowing one party to this Agreement to indemnify or insure the other party to this Agreement for the other party's negligence or to assume any liability for the other party's negligence in contravention of § 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

2. Hold Harmless. Each party shall defend and hold the other harmless from each party's own negligent acts related to or arising from this Agreement. CITY shall be further responsible for promptly notifying the proper response authorities, environmental agency or agencies, and each other of any Hazardous Materials ("HAZMAT"), fuel, or pollutant spills and/or releases caused by CITY and undertaking diligent and reasonable efforts to contain and clean any such spills or releases upon the occurrence thereof. For fuel spills and/or pollutant releases caused by CITY, CITY shall, in addition to its indemnification obligations hereunder, reimburse the COUNTY for the amount of the deductible paid on any claim against the COUNTY's pollution liability and/or storage tank policy. Containment and cleanup of any spills and/or releases will be the responsibility of the party that caused the spill and/or release. CITY will also be responsible for any damage to a COUNTY facility that occurs as a direct result of use by CITY, normal wear and tear excepted. This section shall survive the expiration or termination of this Agreement.

3. Insurance. The CITY shall provide and maintain at all times during the term of the Agreement, without cost or expense to the County of Volusia, either an adequate self-insurance fund or policies of insurance, or both which insures the CITY against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating acts or omissions of the CITY which arise under the terms and provisions of the Agreement or which are in any way related thereto.



Attachment: CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (2095 : Interlocal Agreement for Fleet Fueling

3.1 Coverage whether by self-insurance, commercial insurance or a combination thereof shall include:

3.1.1 Commercial General Liability in the minimum amount of ONE MILLION ($1,000,000) DOLLARS;

3.1.2 Business Automobile Liability Insurance in the minimum amount of ONE HUNDRED THOUSAND ($100,000) DOLLARS per person. THREE HUNDRED THOUSAND ($300,000) DOLLARS per occurrence, bodily injury and property damage liability; and

3.1.3 Pollution Liability insurance in the amount of ONE MILLION ($1,000,000) DOLLARS.

3.2 The CITY shall secure and maintain at its sole cost and expense all Workers' Compensation insurance required by Florida law, for all employees or contracted workers who are allowed to obtain services under this Agreement. Such Workers' Compensation insurance shall include a waiver of subrogation under which the insurer agrees not to seek restitution or recovery for damages or losses occasioned by the acts of the COUNTY.

3.3 If any CITY contract worker is allowed to obtain fuel or other services under this Agreement, the CITY shall require each contract worker or worker's employer to obtain a policy or policies with coverages that conform to the above mentioned requirements and to provide the CITY with a copy of a current certificate of insurance.

3.4 Each liability policy shall state that the policy cannot be canceled or materially changed without first giving (30) days prior notice thereof n writing to the COUNTY.

3.5 The CITY shall provide a copy to the COUNTY of each certificate of insurance or self-insurance providing the coverage required by the Agreement. Each such certificate of insurance or self-insurance for coverages shall be furnished by the CITY to the COUNTY at the following address: Risk Management, Suite 250, 230 N. Woodland Blvd, DeLand, Florida 32721-4613, attention: Charles Spencer, Risk Manager, or his successor.

Each certificate shall be dated and show:

3.5.1 The name of the insured, the specified job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

3.5.2 The County of Volusia, Florida as additional named insured on each liability policy.

3.6 The COUNTY shall be exempt from, and in no way liable for, any sums of money which represent a deductible or self-insured retention in any insurance policy. The payment of deductible or self-insured retention shall be the sole responsibility of the CITY and/or contractor responsible for the coverage.



Attachment: CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (2095 : Interlocal Agreement for Fleet Fueling

3.7 If any policy as required is written on a claims-made basis, the CITY warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement, and that continuous coverage will be maintained during the Term of the Agreement and for a period of two (2) years thereafter.

3.8 No fuel or services will be provided until each certificate of insurance or self-insurance is filed with the COUNTY.

3.9 Failure of the CITY to provide the insurance coverages described above and keep on file with the COUNTY at all times a current certificate of insurance for each policy required hereunder shall be a material breach of the Agreement.

3.10 The CITY shall give prompt written notice to the COUNTY of all known losses, damages, or injuries to any person or to property of the COUNTY or third persons that may be in any way related to the Agreement or for which a claim might be made against the COUNTY. The CITY shall promptly report to the COUNTY any such claims or potential claims which are known by the CITY, whether related to matters insured or uninsured.

3.11 This section shall survive the expiration or termination of this Agreement.

4. Authorized Users/Vehicles. CITY shall provide an initial list of vehicles and users authorized to use fuel services with key holder assignment and provide written updates to this list in the same format as they occur and before any new user or vehicle will be recognized for fuel service at the fueling facilities.

5. Fuel Keys. CITY shall report a lost Fleet Management fuel key immediately to Fleet Management to help to prevent unauthorized fuel usage. Any fuel dispensed with a lost key will be charged to CITY which shall be required to pay for the same.

6. Entire Agreement. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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Attachment: CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (2095 : Interlocal Agreement for Fleet Fueling

**IN WITNESS WHEREOF,** the parties to this Interlocal Agreement for the Provision of Municipal Fleet Fueling Services by County of Volusia to City of Holly Hill have caused the same to be signed by their duly authorized representatives as set forth below.

**CITY OF HOLLY HILL**

By: _____

Name: Joseph Forte
Title: City Manager
Date: _____

ATTEST:

By: _____
Name: Valerie Manning
Title: City Clerk
Date: _____

**COUNTY OF VOLUSIA, a political subdivision of the State of Florida**

By: _____

Name: Jason P. Davis
Title: County Chair
Date: _____

ATTEST:

By: _____
Name: James T. Dinneen,
Title: County Manager
Date: _____



Attachment: CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (2095 : Interlocal Agreement for Fleet Fueling

# ATTACHMENT 1

## FLEET MAINTENANCE SERVICES OPTIONS
## SCHEDULE OF CHARGES

FMS available to CITY are as follows:

I. FUELING SERVICES

A-1. Maintenance of fuel inventories and operations of fuel facilities for in-house fueling of vehicles/equipment.
A-2. Issuance of vehicle identification and employee identification keys for easy processing and security of in-house fueling.

*Financial and Information Services*

B-1. Monthly billing report including utilization data by vehicle identification
B-2. Annual utilization report.

*Extra Charge Services*

C-1. Replacement of lost or stolen fuel keys $10.00 each.
C-2. Damage to COUNTY fuel station facility or equipment. Cost of repair.

II. FLEET MANAGEMENT FUELING FACILITIES

Deland R&B- 2560 W. State Road Highway 44, DeLand, FL
New Smyrna Beach R&B - 530 Old North Dixie Highway, New Smyrna Beach, FL
Osteen R&B - 200 N. State Road Highway 415, Osteen, FL
Daytona Beach Indian Lake Road - 1270 Indian Lake Road, Daytona Beach, FL
Daytona Beach Landfill - 1990 Tomoka Farms Road, Daytona Beach, FL
Holly Hill R&B - 455 Walker St., Holly Hill, FL
Transfer Station – 261 DeLand Crossings Blvd. DeLand, FL

III. HOURS OF OPERATION AND KEY PHONE NUMBERS

All fueling locations are open 24 hours a day, except Deland Road and Bridge and the Tomoka Landfill.

| | |
|---|---|
| Deland Road and Bridge: | 7:30 am – 6:00 pm |
| Tomoka Landfill: | 7:30 am - 5:30 pm weekdays, 7:30 am – 2:30 pm weekends |

IV. CHARGING FOR SERVICES

*Direct Rates for Service Method*

All direct costs will be accounted for by vehicle identification. Fuel rates are current County cost at the time of fuel consumption by CITY, plus sixteen (16¢) cents per gallon, unleaded and twenty seven (27¢) per gallon, diesel. Special Service rates for special services shall be negotiated at the time of the request done in accordance with Part I, Sections 6 and 7 of the Agreement. See also C-1 and C-2 for extra charge services. Any labor provided shall be at the then current rate. All rates are current and may be modified yearly or upon renewal of this agreement.



Attachment: CURRENT - Interlocal Agreement Fleet Fueling Services FY15-16 through 17-18 (2095 : Interlocal Agreement for Fleet Fueling

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **July 10, 2018**
**FROM:** **John McKinney**
**SUBJECT:** **Resolution 2018-R-44 A Resolution of the City of Holly Hill, Florida, (Governmental Unit), Authorizing the City of Holly Hill, Florida to Join with Other Local Government Units as a Participant in the Florida Municipal Investment Trust for the Purpose of Purchasing Shares of Beneficial Interest in the Trust; Providing for an Effective Date.**
**NUMBER:** **(ID # 2092)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

The attached Resolution authorizes the City to enter into an agreement with the Florida Municipal Investment Trust (FMIT). FMIT Investment Trust is an investment pool utilized by many Florida government entities to invest surplus funds not immediately needed for operating or capital expenditures. This agreement diversifies the City's available investment opportunities therefore, reducing the concentration of investments and risk.

## FISCAL ANALYSIS:

The FMIT Investment Trust investment pool is consistent with the City's adopted investment policy objectives.

## STAFF RECOMMENDATION:

Staff recommends approval of this agenda item.

## COMMISSION GOAL:

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

## MOTION:

**APPROVE RESOLUTION 2018-R-44, OF THE CITY OF HOLLY HILL, FLORIDA, (GOVERNMENTAL UNIT), AUTHORIZING THE CITY OF HOLLY HILL TO JOIN WITH OTHER LOCAL GOVERNMENT UNITS AS A PARTICIPANT IN THE FLORIDA MUNICIPAL INVESTMENT TRUST FOR THE PURPOSE OF PURCHASING SHARES OF BENEFICIAL INTEREST IN THE TRUST; PROVIDING FOR AN EFFECTIVE DATE.**

**ATTACHMENTS:**

- FMIvT Declaration of Trust Dated April 28, 1993 as Amended March 2006 w_cover (PDF)
- Participation Agreement 2018 (PDF)
- Signature Card 2018 (PDF)
- Membership Application 2018 (PDF)

# Resolution No. (ID # 2092)

## RESOLUTION 2018-R-44 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, (GOVERNMENTAL UNIT), AUTHORIZING THE CITY OF HOLLY HILL, FLORIDA TO JOIN WITH OTHER LOCAL GOVERNMENT UNITS AS A PARTICIPANT IN THE FLORIDA MUNICIPAL INVESTMENT TRUST FOR THE PURPOSE OF PURCHASING SHARES OF BENEFICIAL INTEREST IN THE TRUST; PROVIDING FOR AN EFFECTIVE DATE.

**RESOLUTION 2018-R-44**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, (GOVERNMENTAL UNIT), AUTHORIZING THE CITY OF HOLLY HILL TO JOIN WITH OTHER LOCAL GOVERNMENT UNITS AS A PARTICIPANT IN THE FLORIDA MUNICIPAL INVESTMENT TRUST FOR THE PURPOSE OF PURCHASING SHARES OF BENEFICIAL INTEREST IN THE TRUST; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sec. 163.01, Fla. Stat., authorizes the state, or any county, municipality or political subdivision of the state, to jointly exercise any power, privilege, or authority which such governmental entities share in common and which each might exercise separately, and further provides such authority is in addition to and not in limitation of those granted by any other general, local, or special law; and

**WHEREAS**, by Resolutions dated the 27th day of January, 1993, the 25th day of January, 1993, and the 14th day of January, 1993, the governing bodies of the City of Bradenton, Florida, the City of Lauderhill, Florida, and the City of Palatka, Florida, respectively, found the creation of the Florida Municipal Investment Trust serves a municipal purpose and will offer diversified and professionally managed portfolios for the investment of the assets of participating municipalities and other agencies or political subdivisions in or of the state; and

**WHEREAS**, the authorized representatives for the City of Bradenton, Florida, the City of Lauderhill, Florida, and the City of Palatka, Florida, have executed the Agreement and Declaration of Trust on the 28th day of April, 1993, creating the Florida Municipal Investment Trust which governs the purpose, administration and operation of the Trust and its

activities; and

**WHEREAS**, the constitutional, statutory and judicial authorities in the State of Florida authorize municipalities and other agencies or political subdivisions in or of the state to join with other municipalities and other agencies or political subdivisions in or of the state for the purpose of investing and reinvesting surplus public funds; and

**WHEREAS**, under the terms and provisions of the Agreement and Declaration of Trust creating the Florida Municipal Investment Trust any municipality and any other agency or political subdivision in or of the state desiring to participate in the Trust as a member must become a party to the Agreement and Declaration of Trust; and

**WHEREAS**, the Florida Municipal Investment Trust is an authorized investment under Section 218.415, Fla. Stat., for units of local government in Florida; and

**WHEREAS**, it is the intent of this Governmental Unit to participate in the Florida Municipal Investment Trust as a member and become a party to the Agreement and Declaration of Trust.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1**. This Governmental Unit finds that participation in the Florida Municipal Investment Trust, a pooled-investment program, would be in the best interest of the Governmental Unit, its officials, officers, and citizens in that such a program offers diversified and professionally managed portfolios to meet investment needs, results in economies of scale that will create greater purchasing powers and will thereby lower the cost traditionally associated with the investment of assets of the Governmental Unit.

**SECTION 2**. This Governmental Unit hereby expressly authorizes participation in the Florida Municipal Investment Trust as a member and will become a party to the Agreement and Declaration of Trust, as amended, which is adopted by reference with the same effect as if it had been set out verbatim in this section.

**SECTION 3**. This Governmental Unit is hereby expressly authorized to purchase shares of beneficial interest in the Trust from time to time with available funds, and to redeem some or all of its shares of beneficial interest from time to time as funds are needed for other purposes, subject to the terms and restrictions of the Agreement and Declaration of Trust referred

to in Section 2 and the most recent Informational Statement. These actions are to be taken by the officers designated for this purpose pursuant to general or specific instructions by the governing body of this Governmental Unit.

**SECTION 4**. The Trustees of the Trust are designated as having official custody of this Governmental Unit's funds which are invested by the purchase of shares of beneficial interest in the Trust.

**SECTION 5**. This Governmental Unit specifically finds and determines the following matters:

(a) the conditions of the agreement and the rights and responsibilities of members of the Trust are set forth in the Agreement and Declaration of Trust, as amended and in the most recent Informational Statement;

(b) participation in the Trust shall be terminable at any time by this Governmental Unit, subject to the terms and restrictions of the Agreement and Declaration of Trust, as amended and the most recent Informational Statement;

(c) the Agreement and Declaration of Trust, as amended, and the purchase of its shares of beneficial interest are for the purpose of investing this Governmental Unit's funds as part of a pooled-investment program with other agencies or political subdivisions in or of the state, thereby achieving economic and other advantages of pooled investments, and the powers and scope of authority delegated are set forth in the Agreement and Declaration of Trust, as amended;

(d) it is not necessary to finance the agreement authorized herein from funds of this Governmental Unit, except through the purchase of shares of beneficial interest in the Trust;

(e) the Trust shall be managed by a Board of Trustees as set forth in the Agreement and Declaration of Trust, as amended; and

(f) the Board of Trustees of the Florida Municipal Investment Trust has provided for general disclosure policies of the Trust's operations and Informational Statements for the benefit of members and prospective members of the Trust so that members and prospective members are fully aware of significant investment and administrative policies, practices and restrictions of the investment portfolios of the Trust.

**SECTION 6**. The Governmental Unit designates and authorizes the City Manager and Director of Finance (or other authorized representatives) to execute such applications and other documents as are required to invest and reinvest surplus funds of the Governmental Unit in shares of beneficial interest of the Trust's investment portfolios.

**SECTION 7.** The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Florida League of Cities.

**SECTION 8**. This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 10th day of JULY, 2018.**

Attachment: FMIvT Declaration of Trust Dated April 28, 1993 as Amended March 2006 w_cover (2092 : Florida Municipal Investment Trust -

# AGREEMENT AND DECLARATION OF TRUST
# CREATING THE FLORIDA MUNICIPAL INVESTMENT TRUST
# DATED AS OF APRIL 28, 1993
# AMENDED AS OF MARCH 23, 2006

FLORIDA MUNICIPAL INVESTMENT TRUST
ADMINISTERED BY THE
FLORIDA LEAGUE OF CITIES, INC.
301 SOUTH BRONOUGH STREET
P.O. BOX 1757
TALLAHASSEE, FLORIDA 32302-1757
TELEPHONE - (850) 222-9684
FAX - (850) 222-3806

Attachment: FMIvT Declaration of Trust Dated April 28, 1993 as Amended March 2006 w_cover (2092 : Florida Municipal Investment Trust -

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FMIvT Florida Municipal Investment Trust

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Attachment: FMIvT Declaration of Trust Dated April 28, 1993 as Amended March 2006 w_cover (2092 : Florida Municipal Investment Trust -

THIS INDENTURE, made and entered into this 28th day of April, 1993, and as subsequently amended by and between the City of Bradenton, Florida, the City of Lauderhill, Florida, and the City of Palatka, Florida, hereinafter referred to as the "initial parties to this Declaration of Trust", and any other party who may hereafter become a member of the Florida Municipal Investment Trust,

WITNESSETH:

WHEREAS, Art. VIII, Sec. 2, Fla. Const., in part provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Sec. 166.021, Fla. Stat., in part provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law, and further defines a municipal purpose to mean any activity or power which may be exercised by the state or its political subdivisions; and

WHEREAS, the courts have held that the only limitation on the exercise of a municipality's home rule power is that it must be exercised for a valid municipal purpose, that municipalities are not dependent upon the legislature for further authorization, and that legislative statutes are relevant only to determine the limitations on a municipality's home rule authority, State v. City of Sunrise, 354 So.2d 1206 (Fla. 1978); and

WHEREAS, Sec. 125.01, Fla. Stat., in part provides counties, by and through their legislative and governing bodies, shall have the power to carry on county government and may exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, the courts have held Sec. 125.01, Fla. Stat., grants to the governing body of a county the full power to carry on county government and the full authority to act through the exercise of home rule power unless the state legislature has preempted a particular subject relating to county government, Speer v. Olson, 367 So.2d 207 (Fla. 1978); and

WHEREAS, Sec. 166.261, Fla. Stat., and Sec. 125.31, Fla. Stat., authorizes municipalities and counties, respectively, to invest and reinvest surplus public funds in certain enumerated securities and obligations and any other securities or obligations authorized by the municipality or county by ordinance, and further provide this investment authority is supplemental to any and all other laws relating to legal investments by municipalities and counties; and

WHEREAS, Sec. 163.01, Fla. Stat., authorizes the state, or any county, municipality or political subdivision of the state, to jointly exercise any power, privilege, or authority which such governmental entities share in common and which each might exercise separately, and further provides such authority is in addition to and not in limitation of those granted by any other general, local, or special law; and

WHEREAS, by Resolutions dated the 14th day of January, 1993, the 25th day of January, 1993, and the 27th day of January, 1993, the governing bodies of the City of Palatka, Florida, the City of Lauderhill, Florida, and the City of Bradenton, Florida, respectively, found the creation of a pooled-investment program serves a municipal purpose for said cities and other agencies or political subdivisions in or of the state and would therefore be in the best interests of said cities and other agencies or political subdivisions in or of the state, their officials, officers, and citizens in that such a program would offer diversified and professionally managed portfolios to meet investment needs, would result in economies of scale that would create greater purchasing powers and would thereby lower the costs traditionally associated with the investment of the assets of said cities and other agencies or political subdivisions in or of the state; and

WHEREAS, it is the intent of the City of Bradenton, Florida, the City of Lauderhill, Florida, and the City of Palatka, Florida, to hereby create said pooled investment program.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND OBLIGATIONS HEREIN CONTAINED, WHICH ARE GIVEN TO AND ACCEPTED BY EACH PARTY HEREOF AS TO THE OTHER, THE PARTIES HERETO DO HEREBY COVENANT, STIPULATE AND AGREE AS FOLLOWS:

## ARTICLE I - ESTABLISHMENT AND PURPOSE OF TRUST

***Section 1. Establishment of Trust***

There is hereby established and created the Florida Municipal Investment Trust, hereinafter referred to as the "Trust", the operation and administration of which shall be the joint responsibility of a Board of Trustees.

***Section 2. Purpose of Trust***

The purpose of the Trust is to provide members with a vehicle to pool their surplus funds and to thereby create an increased economy of scale to invest and reinvest such funds in one or more investment portfolios, under the direction and daily supervision of professional investment advisers, in a manner consistent with the mutual investment policies and parameters established by said Trust.

## ARTICLE II - TRUSTEES

***Section 1. Qualifications of Trustees***

The operation and administration of the Trust shall be the full responsibility of a Board of Trustees consisting of a number of Trustees selected from the ranks of elected officials of municipalities participating in the Trust. To the extent service on said Board of Trustees is subject to Art. II, Sec. 5, Fla. Const., said service shall be deemed "ex officio duties" to the duties performed by said elected officials. This paragraph shall not be construed to prohibit a member of the Board of Directors or an officer of the Florida League of Cities, Inc., or a member of the Board of Trustees of the Florida Municipal Insurance Trust, or of any other similar pooled self-insurance program or governmental trust, created pursuant to the laws

Attachment: FMIvT Declaration of Trust Dated April 28, 1993 as Amended March 2006 w_cover (2092 : Florida Municipal Investment Trust -

of Florida and consisting all or in part of Florida municipalities and governed by elected municipal officials, from serving on said Board of Trustees.

***Section 2. Initial Board of Trustees***

The initial Board of Trustees shall consist of the President, the First Vice-President and the Second Vice-President of the Florida League of Cities, Inc., one member of the Board of Trustees of the Florida Municipal Self-Insurers Fund appointed by that Board of Trustees, and one member of the Board of Trustees of the Florida Municipal Insurance Trust appointed by that Board of Trustees.

The members of the initial Board of Trustees shall hold office by virtue of their holding one of the offices enumerated in the above paragraph. If for any reason a person fails to hold the enumerated office, such person shall be considered to have resigned from the initial Board of Trustees and shall be replaced by their successor in the office enumerated in the above paragraph.

The initial Board of Trustees shall have all the powers of the Trustees provided in this Declaration of Trust until such time as the successor Board of Trustees have been selected in the manner provided herein. In addition, the initial Board of Trustees shall have the power to appoint up to two (2) additional members to the initial Board of Trustees who shall serve, subject to the provisions herein relating to reelection, length of appointment, qualifications and limitations on service, and removal of a Trustee, until the successor Board of Trustees are selected in the manner provided herein.

***Section 3. Number of Trustees***

Except as otherwise provided herein, the Board of Trustees shall be composed of no less than five (5) and no more than seven (7) Trustees. The Board of Trustees shall always consist of the President or the President's appointee and the Second Vice-President of the Florida League of Cities, Inc., two members of the Board of Trustees of the Florida Municipal Insurance Trust appointed by that Board of Trustees, and up to three (3) appointed Trustees as provided in Article II, Section 4.

The four (4) members of the Board of Trustees enumerated in the above paragraph shall hold office by virtue of their holding one of the offices enumerated. If for any reason a person fails to hold the enumerated office, such person shall be considered to have resigned from the Board of Trustees and shall be replaced by their successor in the office enumerated in the above paragraph. If the President of the Florida League of Cities, Inc., appoints a member of the Board of Trustees rather than serves as a member, the appointed member shall hold office at the discretion of the President and for the period of time coinciding with the President's term as President of the Florida League of Cities, Inc.

***Section 4. Appointment of Trustees***

On or before January 1, 1994, and no less than annually thereafter, the Board of Trustees shall solicit nominations from members of the Trust whose officials are eligible to serve on the Board of Trustees and such nominees shall constitute the basis for election to the Board of Trustees. Following the solicitation of nominations, Trustee vacancies may be filled by the Board of Trustees, by majority vote, from the nominees offered by such members. Trustees, including Trustees sitting on the initial Board of Trustees, may be reelected, subject to the provisions in this Declaration of Trust relating to length of appointment, qualifications and limitations on service, and removal of a Trustee. Each Trustee and each successor Trustee shall acknowledge and consent to his appointment as Trustee by giving written notice of acceptance of such selection to the Chairman of the Board of Trustees of the Trust, addressed to the office or offices of the Trust.

***Section 5. Length of Appointment, Limitations on Service, and Removal of a Trustee***

Except as provided in Article II, Section 3, all Trustees shall serve three-year terms. Subject to reelection as provided herein, each Trustee, unless due to the resignation, death, incapacity, removal, or refusal to act, shall serve and shall continue to serve on the Board of Trustees; however, in no event shall a Trustee serve more than two (2) full consecutive three-year terms. A Trustee appointed by a President of the Florida League of Cities, Inc., may be reappointed by any subsequent President of the Florida League of Cities, Inc., however, such Trustee shall serve for no more than six (6) consecutive years.

No Trustee may be selected or continue to serve as a Trustee after becoming an owner, officer, employee or agent of a business entity having a contractual relationship or otherwise doing business with the Trust. This paragraph shall not be construed to prohibit an officer or a member of the Board of Directors of the Florida League of Cities, Inc., simply by virtue of service on said Board, from serving on the Board of Trustees of the Trust.

A Trustee shall relinquish his office or may be removed by a majority vote of the Board of Trustees ipso facto when he no longer serves as an elected official, trustee, officer or director of the member from which he was qualified or selected, or when the member ceases membership in the Trust. Notice of removal of a Trustee shall be furnished to a Trustee by the Chairman of the Board of Trustees by mail to the address of the removed Trustee as is recorded in the office or offices of the Trust and shall provide for the effective date of such removal.

***Section 6. Resignation of a Trustee***

A Trustee may resign from all duties or responsibilities hereunder by giving not less than sixty (60) days prior notice in writing to the Chairman of the Board of Trustees addressed to the office or offices of the Trust. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on such day unless a successor Trustee shall have been selected at an earlier date by the Board of Trustees in which event such resignation shall take effect immediately upon the appointment of the successor Trustee.

Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Chairman of the Board of Trustees at the office or offices of the Trust, any and all records, books, documents or other property in his possession or under his control which belongs to the Trust.

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***Section 7. Appointment of Successor Trustee***
In the event any Trustee duly elected or appointed to serve on the Board of Trustees shall die, resign, become incapacitated, be removed, or refuse to act, a successor Trustee shall be selected forthwith by the Board. The notice of appointment of a successor Trustee shall be provided in writing to said Trustee by the Chairman of the Board of Trustees or the Administrator, and such successor Trustee's notice of acceptance of such appointment shall be provided in writing to the Chairman of the Board of Trustees addressed to the office or offices of the Trust. Subject to the provisions of Article II, Section 3, a successor Trustee selected pursuant to this paragraph shall fulfill the unexpired term of the Trustee replaced and, subject to reelection, qualifications and limitations on service, and removal of a Trustee as provided in this Declaration of Trust, shall be entitled to serve two (2) full consecutive three-year terms following the expiration of the unexpired term filled by the successor Trustee.

***Section 8. Trustees' Rights***
In case of death, resignation, incapacity, removal, or refusal to act on the part of one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates, and interest provided in this Declaration of Trust as Trustees and shall be charged with the duties provided in this Declaration of Trust; provided, in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees.

***Section 9. Trustee Officers***
The Board of Trustees shall elect from among the members of the Board a Chairman and Vice-Chairman. The Vice-Chairman of the Board of Trustees shall exercise the powers, duties and responsibilities of the Chairman in the Chairman's absence.

## ARTICLE III - ADMINISTRATION OF TRUST

***Section 1. Meetings***
The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting. Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken thereat. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Trust. In no event shall the Board of Trustees meet less than semi-annually.

The Chairman of the Board or a majority of the Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present.

***Section 2. Voting***
All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.

***Section 3. Office of the Trust***
The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Trust. The address of such office or offices shall be made known to agencies or political subdivisions in or of the state eligible to participate in or participating in the Trust. The books and records pertaining to the Trust and its administration shall be kept and maintained at the office or offices of the Trust.

***Section 4. Execution of Documents***
A certificate, document, or other instrument signed by the Chairman of the Board of Trustees or by the Administrator of the Trust shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

***Section 5. Appointment of Administrator***
The Board of Trustees shall designate and provide compensation for an Administrator to administer the affairs of the Trust. Any Administrator so designated shall furnish the Board of Trustees with a fidelity bond with the Board of Trustees as named obligee. The amount of such bond shall be determined by the Board of Trustees and the evidence thereof shall be available to agencies or political subdivisions in or of the state eligible to participate in or participating in the Trust.

***Section 6. Compensation and Reimbursement of Trustees***
The Board of Trustees may from time to time establish a nominal amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

## ARTICLE IV - POWERS AND DUTIES OF THE BOARD OF TRUSTEES

***Section 1. General Authority of the Board of Trustees.***
The Board of Trustees shall have exclusive and absolute control over the Trust Property and over the affairs of the Trust to the same extent as if the Board of Trustees was the sole owner of the Trust Property in its own right, but with such powers of delegation as may be permitted by this Declaration of Trust. The Board of Trustees shall have power to conduct the affairs of the Trust and carry on its operations in any and all of its

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branches and maintain offices both within and without the State of Florida, and to do all such other things and execute all such instruments as the Board of Trustees deem necessary, proper or desirable in order to promote the purpose and interests of the Trust although such things are not herein specifically mentioned. Any determination as to what is in the interests of the Trust made by the Board of Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of a power to the Board of Trustees.

The enumeration of any specific power herein shall not be construed as limiting the aforesaid power. Such powers of the Board of Trustees may be exercised without order of or resort to any court.

***Section 2. Investments***

The Board of Trustees shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, own, hold, pledge, sell, assign, transfer, exchange, distribute, lend or otherwise deal in or dispose of investments of every nature and kind, provided such investment is, in the sole and absolute discretion of the Board of Trustees, consistent with the Statement of Investment Policy adopted and published by the Board, as most recently amended or supplemented, and to exercise any and all rights, powers and privileges of ownership or interest with respect to any and all such investments of every kind and description, including without limitation, the right to consent and otherwise act with respect thereto, with power to designate one or more persons, firms, associations or corporations to exercise any of said rights, powers and privileges with respect to any of said investments.

The Board of Trustees shall adopt and publish and Informational Statement for each investment portfolio that it has approved. The Informational Statements shall identify investments, consistent with the Statement of Investment Policy, that are authorized within each investment portfolio.

The Board of Trustees shall take such action necessary to determine the general types of securities eligible for investment purposes, including appropriate maturity limitations and other guidelines necessary for the prudent investment of the assets of the Trust. In formulating such guidelines, the Board of Trustees shall seek to provide that the investments of the Trust are made with the judgment and care under the circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of the funds considering the probable income, total return and the probable safety of the invested funds.

***Section 3. Legal Title***

Legal title to all the Trust Property shall be vested in the Board of Trustees as joint tenants except that the Board of Trustees shall have power to cause legal title to any Trust Property to be held by or in the name of one or more members of the Board of Trustees, or in the name of the Trust, or in the name of any other person as nominee, on such terms as the Board of Trustees may determine, provided that the interest of the assets therein are appropriately protected. The right, title and interest of the Board of Trustees in the Trust Property shall vest automatically in each person who may hereafter become a Trustee. Upon the resignation, removal or death of a Trustee, he shall automatically cease to have any right, title or interest in any of the Trust Property, and the right, title and interest of such Trustee in the Trust Property shall vest automatically in the remaining Trustees. Such vesting and cessation of title shall be effective whether or not conveyancing documents have been executed and delivered.

***Section 4. Issuance and Redemption of Shares of Beneficial Interest***

The Board of Trustees shall have the power to issue, sell, repurchase, redeem, retire, cancel, acquire, hold, resell, reissue, dispose of, transfer, and otherwise deal in Shares of Beneficial Interest and, subject to the provisions set forth in Articles IV, X, and XII hereof, to apply to any such repurchase, redemption, retirement, cancellation or acquisition of Shares of Beneficial Interest any funds or property of the Trust, whether capital or surplus or otherwise, to the full extent now or hereafter permitted by any law of the State of Florida.

***Section 5. Borrowing Money and Lending Trust Assets***

The Board of Trustees shall have power to borrow money or otherwise obtain credit and to secure the same by mortgaging, pledging or otherwise subjecting as security the Trust Property, to endorse, guarantee, or undertake the performance of any obligation, contract or engagement of any other person and to lend the assets of the Trust.

***Section 6. Delegation and Committees***

The Board of Trustees shall have power to delegate from time to time to such of their number or to officers, employees or agents of the Trust the doing of such things as provided in this Agreement and Declaration, to include the authority to judge whether or not an applicant for membership shall be eligible to participate in the Trust, and the execution of such instruments either in the name of the Trust or the names of the members of the Board of Trustees or otherwise, as the Board of Trustees may deem expedient; provided, however, such delegation shall not relieve the Board of Trustees of its ultimate responsibilities or liabilities under this Agreement and Declaration.

***Section 7. Collection and Payments***

The Board of Trustees shall have power to collect all property due to the Trust; to pay all claims, including taxes, against the Trust Property; to prosecute, defend, compromise or abandon any claims relating to the Trust Property; to foreclose any security interest securing any obligations, by virtue of which any property is owed to the Trust; and to enter into releases, agreements and other instruments.

***Section 8. Expenses and Limits Thereon***

The Board of Trustees shall have the power to incur and pay those expenses which in the opinion of the Board of Trustees are necessary or incidental to carry out the purpose of this Declaration of Trust.

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***Section 9. Miscellaneous Powers***

The Board of Trustees shall have the power: (a) to employ or contract with such persons as the Board of Trustees may deem desirable for the transaction of the affairs of the Trust; (b) to enter into joint ventures, partnerships and any other combinations or associations; (c) to appoint from their own number, and terminate, any one or more committees which may exercise some or all of the power and authority of the Board of Trustees as the Board of Trustees may determine; (d) to purchase, and pay for out of the assets of the Trust, insurance policies insuring the Board of Trustees, officers, employees, and agents of the Trust against all claims arising by reason of holding any such position or by reason of any action taken or omitted by any such person in such capacity, whether or not constituting negligence, or whether or not the Trust would have the power to indemnify such person against such liability; (e) to the extent permitted by law, indemnify any person with whom the Trust has dealings to such extent as the Board of Trustees shall determine; (f) to determine and change the method by which its accounts shall be kept; and (g) to adopt a seal for the Trust but the absence of such seal shall not impair the validity of any instrument executed on behalf of the Trust.

In addition to these specific powers, the Board of Trustees shall also have all other powers reasonably necessary from time to time to carry out the ultimate purpose of the Trust as herein provided.

***Section 10. Minimum Total Investment***

The Board of Trustees shall have the power to fix the minimum contribution and total investment for members participating in the Trust expressed in dollars or Shares, or both, for purposes of investment in the Trust's Shares of Beneficial Interest. Whenever a member's total investment is less than the minimum established by the Board of Trustees, said Board may redeem the Shares of Beneficial Interest of such member, provided thirty days prior notice is given to such member. If the Board of Trustees changes the minimum total investment to an amount greater than the investment of any member at the time that such change becomes effective, such member's investment shall not be redeemed without such member's consent.

***Section 11. Approval of Members***

The Board of Trustees, after the inception of the Trust, shall receive applications for membership from prospective new members in the Trust and shall approve applications for membership in accordance with the terms of this Declaration of Trust, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Trust; provided, however, no prospective member may participate in the Trust unless such prospective member is an agency or political subdivision in or of the state. As used herein, the phrase "agency or political subdivision in or of the state" includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, school districts, special districts or other governmental entities and having a 26 U.S.C. section 115 ruling from the Internal Revenue Service stating that such corporation's income is excluded from gross income. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Trust.

***Section 12. Reporting***

The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time to accomplish the purpose of the Trust or to satisfy applicable federal and state statutes and rules and regulations, including, but not limited to, periodic investment reports, reports governing the operation of the Trust, disclosure statements and reports, statements of investment objectives and policies, periodic statements of financial condition, certified audits, periodic status reports, and any other such reports as may be required from time to time.

***Section 13. Reliance on Counsel's Opinion***

The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Declaration of Trust or the Trust created hereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.

***Section 14. Bylaws, Rules and Regulations***

The Board of Trustees may adopt and enforce such bylaws, rules and regulations as between the members of the Trust, the Trust, and the Trust's Board of Trustees, officers, employees, and agents governing the operation of the Trust as are consistent with the terms of this Declaration of Trust and as are reasonably necessary to accomplish the purpose of the Trust.

## ARTICLE V - POWERS AND DUTIES OF THE ADMINISTRATOR

***Section 1. General***

The Administrator shall serve as Secretary-Treasurer of the Trust and shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Trust, the rules and regulations established by the Board of Trustees, the provisions of this Declaration of Trust, applicable federal and state statutes and rules and regulations, and any other matter delegated by the Board of Trustees to and accepted by the Administrator.

***Section 2. Minutes.***

The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

## ARTICLE VI - CUSTODIAN, INVESTMENT ADVISERS, AND OTHER SERVICES TO TRUST



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***Section 1. Custodian***

The Board of Trustees shall at all times employ one or more banks or trust companies having a capital surplus and undivided profits of at least five million dollars ($5,000,000) as custodian with authority as its agent, but subject to restrictions, limitations or other requirements, if any, as may be contained in this Declaration of Trust. All monies and all investment securities of the Trust shall be held by the Custodian bank or trust companies at all times. The Custodian may act as transfer agent, disbursement agent, and agency for any other legal purposes not inconsistent with the Declaration of Trust. The Trust may from time to time enter into tri-party repurchase agreements under which a custodian other than the Trust's regular Custodian holds securities of the Trust; provided, however, that the Trustees have approved the use of each such bank or trust company as a custodian for tri-party repurchase agreements with the Trust.

The Board of Trustees may direct the Custodian to deposit all or any part of the securities owned by the Trust in a system for the central handling of securities established by a national securities exchange or a national association registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, or such other person as may be permitted by that Commission, pursuant to which system all securities of any particular class or series of any issuer deposited within the system are treated as fungible and may be transferred or pledged by bookkeeping entry without physical delivery of such securities, provided that all such deposits shall be subject to withdrawal only upon the order of the Trustees.

The Board of Trustees may direct the Custodian to accept written receipts or other written evidence indicating purchases of securities held in book-entry form in the Federal Reserve System in accordance with the regulations promulgated by the Board of Governors of the Federal Reserve System and the local Federal Reserve Banks in lieu of receipt of certificates representing such securities.

***Section 2. Investment Advisers and Approval of Agreements***

The Board of Trustees may in its discretion, from time to time, enter into investment advisory or management contracts whereby the other party to such contract shall undertake to furnish the Trust such management, promotional activities, and such other facilities and services, if any, as the Board of Trustees shall from time to time consider desirable and all upon such terms and conditions as the Board of Trustees may in its discretion determine. The Board of Trustees may authorize one or more investment advisers to effect purchases, sales, loans or exchanges of the portfolio securities of the Trust on behalf of the Board of Trustees or may authorize any officer, employee, Administrator, Trustee or other agent of the Trust to effect such purchases, sales, loans or exchanges, pursuant to policies, rules and regulations established by the Trust all without further action by the Board of Trustees. Any such purchases, sales, loans and exchanges shall be deemed to have been authorized by all of the Trustees.

***Section 3. Other Services to the Trust***

The Board of Trustees may from time to time in its discretion enter into agreements with qualified and experienced employees and agents to provide any or all of the following services to the Trust: to carry out the function of transfer agent and dividend disbursing agent, to maintain all books and records of the Trust, to supervise all aspects of the Trust's operations, to periodically update the Trust's Informational Statements and other documents, to prepare the Trust's tax returns and periodic reports to members, to compute the Trust's net asset value and yield, to provide all office space, equipment and facilities necessary for the Trust's operations, to carry out the functions of a customer service agent, to provide information to members and prospective members, to hold all money and securities constituting the Trust property, to carry out the function of an independent certified public accountant to perform an annual audit, and to provide such other services as the Board of Trustees may require. The foregoing specific list of services shall not prevent the Board of Trustees from employing other persons to provide such advice, assistance or service as the Board of Trustees may from time to time require to carry out the ultimate purpose of the Trust.

## ARTICLE VII - LIMITATIONS OF LIABILITY OF MEMBERS, TRUSTEES AND OTHERS

***Section 1. No Personal Liability of Members, Trustees and Others***

No member shall be subject to any personal liability whatsoever to any person in connection with the Trust Property or the acts, obligations or affairs of the Trust. Except as otherwise assumed by written agreement, no Trustee, officer, employee or agent of the Trust shall be subject to any personal liability whatsoever to any person, in connection with the Trust Property or the affairs of the Trust, save only that arising from bad faith, willful misfeasance, gross negligence or reckless disregard for his duty to such person; and all such persons shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. Except as otherwise assumed by written agreement, no member, Trustee, officer, employee, or agent, as such, of the Trust, made a party to any suit or proceeding to enforce any such liability, shall be held to any personal liability. The Trust shall indemnify and hold each member harmless from and against all claims and liabilities, to which such member may become subject by reason of its being or having been a member of this Trust and shall reimburse such member for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing a member under this Section shall not exclude any other right to which such member may be lawfully entitled, nor shall anything herein contained restrict the right of the Trust to indemnify or reimburse such member in any appropriate situation even though not specifically provided herein.

***Section 2. Non-Liability of Trustees and Others***

Except as otherwise assumed by written agreement, no Trustee, officer, employee or agent of the Trust shall be liable to the Trust, to its members, or to any member, Trustee, officer, employee, or agent thereof for any action or failure to act (including without limitation the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of duties.

***Section 3. Mandatory Indemnification***

(a) Subject to the exceptions and limitation contained in paragraph (b) below:

(i) every person who is or has been a Trustee or officer of the Trust shall be indemnified by the Trust against all liability and against all expenses reasonably incurred or paid in connection with any claim, action, suit or proceeding in which such Trustee or officer becomes involved as a party or otherwise by virtue of being or having been a Trustee or officer and against amounts paid or incurred by such Trustee or officer in the settlement thereof;

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(ii) the words "claim", "action", "suit" or "proceeding" shall apply to all claims, actions, suits or proceedings (civil, criminal, or other, including appeals), actual or threatened; and the words "liability" and "expenses" shall include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties and other liabilities.

(b) No indemnification shall be provided hereunder to a Trustee or officer:

(i) against any liability to the Trust or the members by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of duty;

(ii) with respect to any matter as to which such person shall have been finally adjudicated not to have acted in good faith in the reasonable belief that the disputed action was in the best interest of the Trust;

(iii) in the event of a settlement involving a payment by a Trustee or officer, unless there has been a determination that such Trustee or officer did not engage in willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office, such determination to be made (A) by the court or other body approving the settlement; or (B) by majority active member vote; or (C) by vote of two-thirds of the Trustees, constituting at least a majority of the Board of Trustees, who are not themselves involved in the claim, action, suit or proceeding; or (D) by written opinion of independent counsel.

(c) The rights of indemnification herein provided may be insured against by policies maintained by the Trust, shall be severable, shall not affect any other rights to which any Trustee or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such Trustee or officer and shall inure to the benefit of the heirs, executors and administrators of such person. Furthermore, in addition to or in lieu of the maintenance of insurance policies to insure the rights of indemnification, the Board of Trustees may create a fund or funds to secure such rights and may deposit moneys from the Trust Property in such fund or funds from time to time in such amounts as the Board of Trustees in its sole judgment may deem advisable. Such fund or funds may be held by the Board of Trustees or by a fiduciary party, and the Board of Trustees may create such a fund or funds solely for the benefit of the Trust or on a joint basis with other similar trusts for the benefit of the Trust and the other trusts.

(d) Expenses of preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in paragraph (a) of this Section will be advanced by the Trust prior to final disposition thereof upon receipt of an undertaking by or on behalf of the recipient, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Section.

***Section 4. No Bond Required of Trustees***

No Trustee shall be obligated to give any bond or other security for the performance of any of his duties hereunder.

***Section 5. No Duty of Investigation; Notice in Trust Instruments***

No purchaser, lender, transfer agent or other person dealing with the Board of Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Board of Trustees or by said officer, employee or agent or be liable for the application of money or property paid, loaned, or delivered to or on the order of the Board of Trustees or of said officer, employee or agent. Every obligation, contract, instrument, certificate, Share of Beneficial Interest, other security of the Trust or undertaking, and every other document executed in connection with the Trust shall be conclusively presumed to have been executed or done by the executors thereof only in its capacity as Board of Trustees under this Declaration of Trust or in its capacity as officers, employees or agents of the Trust. Every written obligation, contract, instrument, certificate, Share of Beneficial Interest, other security of the Trust or undertaking made or issued by the Board of Trustees shall recite that it is executed by them not individually, but as Board of Trustees under this Declaration of Trust and that the obligations of any such instruments are not binding upon any of the Trustees or members, individually, but bind only the trust estate, but the omission of such recital shall not operate to bind the Trustees or members individually.

The Board of Trustees may in its discretion maintain insurance for the protection of the Trust Property, its members, Trustees, officers, employees and agents in such amount as the Board of Trustees may deem adequate to cover possible tort or other liability, and such other insurance as the Board of Trustees in its sole judgment may deem advisable. Furthermore, in addition to or in lieu of the maintenance of such policies of insurance, the Board of Trustees may create a fund or funds to secure such risks and may deposit moneys from the Trust Property in such fund or funds from time to time in such amounts as the Board of Trustees in its sole judgment may deem advisable. Such fund or funds may be held by the Board of Trustees or by a fiduciary party, and the Board of Trustees may create such a fund or funds solely for the benefit of the Trust or on a joint basis with other similar trusts for the benefit of the Trust and the other trusts.

***Section 6. Reliance on Experts***

Each Trustee and officer or employee of the Trust shall, in the performance of his or her duties, be fully protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Trust, upon an opinion of counsel, or upon reports made to the Trust by any of its officers or employees or by an investment adviser, administrator, transfer agent, custodian, accountant, appraiser or other experts or consultants selected with reasonable care by the Board of Trustees, officers or employees of the Trust.

***Section 7. Non-Liability of Initial Parties***

The initial parties to this Declaration of Trust, and any party who may now or hereafter become a member of the Trust, agree the initial parties to this Declaration of Trust, individually or collectively, by executing this Declaration of Trust, have not and do not assume any liabilities arising out of the creation or operation of the Trust, and that the initial parties to this Declaration of Trust, individually or collectively, shall only be liable for the obligations of the Trust to the extent they specifically covenant to do so by separate agreement as a member of the Trust. The Trust hereby agrees to save, hold harmless and indemnify the initial parties to this Declaration of Trust, and their officers, employees, and agents, of and from any loss, damage or expense incurred by said parties as a result of the said parties' execution of this Declaration of Trust. This hold harmless and

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indemnify provision shall not apply to any liability for the obligations of the Trust assumed by the initial parties to this Declaration of Trust pursuant to any separately executed agreement.

## ARTICLE VIII - SHARES OF BENEFICIAL INTEREST

***Section 1. Beneficial Interest***

The interest of the members hereunder shall be divided into transferable Shares of Beneficial Interest, all of one class except as permitted by Section 2 hereof, without par value. The number of Shares of Beneficial Interest authorized hereunder is unlimited. All Shares of Beneficial Interest issued hereunder including, without limitation, Shares issued in connection with a dividend in Shares or a split of Shares, shall be fully paid and nonassessable.

***Section 2. Series or Portfolio Designation***

The Board of Trustees, in its discretion, may authorize the division of Shares into one or more series, or portfolios, and the different series or portfolios shall be established and designated, and the variations in the relative rights and preferences as between the different series or portfolios shall be fixed and determined by the Board of Trustees; provided, that all Shares shall be identical except that there may be variations so fixed and determined between different series or portfolios as to purchase price, if applicable, trust fees and expenses, minimum contribution amount, minimum total investment amount, right of redemption and the price, terms and manner of redemption, special and relative rights as to ownership, distributions on liquidation, conversion rights, and conditions under which the several series or portfolios shall have separate investment objectives, and separate investment restrictions, separate eligibility and participation requirements, and separate management and administrative policies and practices.

***Section 3. Informational Statements***

The Trust shall establish an Informational Statement for any investment portfolio or series of investment portfolios describing the purpose of the Trust; the investment objectives of the portfolio; authorized and any restricted investments; Trust policies on income, expenses, dividend, yield and total return; policies and procedures on the determination of the portfolios' net asset value and the valuation of the members' beneficial shares; member procedures for the opening of accounts, contributions and the withdrawal of funds; and, other information on the Trust and its operations of general interest to members including but not limited to the Trust's fees and expenses for the Board of Trustees, officers, employees and agents of the Trust.

***Section 4. Rights of Members***

The ownership of the Trust Property of every description and the right to conduct the affairs of the Trust hereinbefore described are vested exclusively in the Board of Trustees, and the members shall have no interest therein other than the beneficial interest conferred by its Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to assume any losses of the Trust or suffer an assessment of any kind by virtue of its ownership of Shares. The Shares shall be personal property giving only the rights in the Declaration of Trust specifically set forth. The Shares shall not entitle the holder to preference, preemptive, appraisal, conversion or exchange rights.

***Section 5. Trust Only***

It is the intention of the Board of Trustees to create only the relationship of Trustee and beneficiary between the Board of Trustees and each member from time to time. It is not the intention of the Board of Trustees to create a general partnership, limited partnership, joint stock association, corporation, bailment or any form of legal relationship other than a trust.

***Section 6. Register of Shares of Beneficial Interest***

A register shall be kept at the office or offices of the Trust or at such place as the Board of Trustees shall designate containing the names and addresses of all members and the number of Shares held by them respectively and a record of all transfers thereof. Such register shall be conclusive as to which members are the holders of the Shares and which members shall be entitled to receive distributions or otherwise to exercise or enjoy the rights of membership. No member shall be entitled to receive payment of any distribution, nor to have given to it as herein provided, until its correct name and address has been given to the transfer agent or such other officer or agent of the Board of Trustees as shall keep the register. The Board of Trustees, in its discretion, may but need not authorize the issuance of Share certificates and may promulgate appropriate rules and regulations as to their use.

***Section 7. Transfer of Shares of Beneficial Interest***

Shares of Beneficial Interest shall be transferable on the records of the Trust only by the record holder thereof or by its agent thereunto duly authorized in writing, upon delivery to the Board of Trustees or the transfer agent of a duly executed instrument of transfer, together with such evidence of the genuineness of each such execution and authorization and of other matters as may reasonably be required. Upon such delivery the transfer shall be recorded on the register of the Trust. Until such record is made, the member of record shall be deemed to be the holder of such Shares for all purposes hereunder and neither the Board of Trustees nor any transfer agent nor any officer, employee or agent of the Trust shall be affected by any notice of the proposed transfer.

No Shares may be transferred to a transferee other than a member as specified in Article IV, Section 11, or to the Trust itself.

***Section 8. Notices***

Any and all notices to which any member may be entitled and any and all communications shall be deemed duly served or given if mailed, postage prepaid, addressed to any member of record at its address as recorded on the register of the Trust.

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Members shall be entitled to notice of changes to this Declaration of Trust, Participation Agreements and Informational Statements, which materially effect the members' rights under such documents. Notice to members shall be made as described herein within 60 days prior to the effective date of any change which materially effects, in the sole discretion of the Board of Trustees, the rights of the members. Members shall have 30 days from the date of notice to withdraw or transfer their Shares of Beneficial Interest without penalty as described in Article X, Section 3.

***Section 9. Sale of Shares of Beneficial Interest***

The Trustees may from time to time issue and sell or cause to be issued and sold Shares for cash, which shall in every case be paid to the Custodian as agent of the Trust before delivery of any certificate or other receipt of such Shares. The Shares, including additional Shares which may have been repurchased by the Trust (herein sometimes referred to as the "treasury shares"), may be sold at a price which will net the Trust not less than the net asset value thereof (as determined in Article X, Section 2 hereof) determined by or on behalf of the Trustees next after the sale is made or at some later time after such sale.

## ARTICLE IX - REDEMPTIONS

***Section 1. Redemptions***

In case any member at any time desires to dispose of its Shares of Beneficial Interest, it may deposit a written request or other such form of request as the Board of Trustees may from time to time authorize at such locations designated by the Board of Trustees together with an irrevocable offer in writing in a form acceptable to the Board of Trustees to have the Shares redeemed by the Trust at the net asset value thereof per Share, next determined as provided in the Trust's Informational Statement describing the series or portfolios after such deposit. Payment for redemption shall be made to the members within the number of business days specified in the Trust's Informational Statement, as most recently amended or supplemented, unless (i) the date of payment is postponed pursuant to Section 2 hereof, or (ii) the receipt, or verification of receipt, of the redemption price for the Shares to be redeemed is delayed, in either of which event payment may be delayed beyond such period.

***Section 2. Suspension of Right of Redemption***

The Trust may declare a suspension of the right of redemption or postpone the date of payment or redemption for the whole or any part of any period (i) during which the New York Stock Exchange is closed other than customary weekend and holiday closings, (ii) during which trading on the New York Stock Exchange is restricted, or (iii) during which an emergency exists as a result of which disposal by the Trust of securities owned by it is not reasonably practicable or it is not reasonably practicable for the Trust to fairly determine the value of its net assets. Such suspension shall take effect at such time as the Trust shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption nor payment on redemption until the Trust shall declare the suspension at an end, except that the suspension shall terminate in any event on the first day on which said Stock Exchange shall have reopened or the period specified in (ii) or (iii) shall have expired (as to which the determination of the Trust shall be conclusive). In the case of a suspension of the right of redemption, a member may either withdraw its request for redemption or receive payment based on the net asset value existing after the termination of the suspension.

***Section 3. Redemption in Kind***

Payment for Shares deposited pursuant to Section 1 hereof may, at the option of the Board of Trustees, or such officer or officers as they may duly authorize for the purpose, in its complete discretion be made in cash, or in kind, or partially in cash and partially in kind. In case of payment in kind, the Board of Trustees, or its delegate, shall have absolute discretion as to what security or securities shall be distributed in kind and the amount of the same, and the securities shall be valued for purposes of distribution at the figure at which they were appraised in computing the asset value of the Shares, provided that any member which cannot legally acquire securities so distributed in kind by reason of the statutes or laws of Florida governing the investment of funds shall receive only cash.

## ARTICLE X - DETERMINATION OF NET ASSET VALUE, NET INCOME AND DISTRIBUTIONS

***Section 1. Net Asset, Net Income and Distribution Procedures***

The Board of Trustees shall prescribe and set forth in the Trust's Informational Statement such bases and times for determining the per Share of Beneficial Interest net asset value of the Shares or net income, or the declaration and payment of distributions, as they may deem necessary or desirable.

***Section 2. Net Asset Value of Shares in Trust Portfolios***

(a) For the Trust portfolios where the net asset value is designed to remain constant at $1.00 per Share, net asset value per Share shall be determined at a time certain each portfolio valuation date by the Custodian, or such other qualified institution, firm or agent. For the Trust portfolios designated as total return fixed income funds, equity funds, or some combination thereof, where the net asset value may fluctuate over time, the net asset value shall be determined in accordance with the policies of the Board of Trustees and as described in each portfolio's Informational Statement.

Net asset value per Share shall be calculated separately for each portfolio and for each series within a portfolio containing more than one series, by dividing the total value of investments and other assets less any liabilities by the total outstanding shares of the portfolio or series within a portfolio, as of a time certain on the day such calculation is made.

(b) For the purpose of calculating the net asset value per Share of portfolios, securities held in such portfolio shall be valued as follows: (1) securities for which market quotations are readily available shall be valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities ("fair market value"), except that any securities designated as money market securities may be valued using the amortized cost method based upon the Trust's acquisition of the security; and (2) all other securities and assets will be valued at fair market value determined in good faith by the Board of Trustees or such other party designated by the Trustees acting under contract with the Trust.

***Section 3. Dividends, Distribution and Penalties***



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The Board of Trustees shall generally provide for the allocation of net income (or loss) to the participating members in a manner which equitably reflects the differing amount of the member's respective investment amount and the differing periods of time for which such amounts were in the custody of the Trust.

(a) For the Trust portfolios where the net asset value is designed to remain constant at $1.00 per Share, on the portfolio valuation date, the net income of the portfolio shall be determined and declared as a dividend payable to participating members of record. Net income credited to a participating member's account in this manner shall be distributed each portfolio valuation date. Dividends shall be payable in additional shares.

(i) For the purpose of calculating dividends, net income shall consist of interest accrued and discounts earned, including any discounts or premium ratably amortized to the date of maturity and all realized gains and losses on the sale of securities, minus a proportionate share of estimated Trust expenses.

(ii) Capital distributions, if any, may be distributed whenever the Trustees determine that such distributions would be in the best interest of the participating member.

(b) For the Trust portfolios where the net asset value may fluctuate, the net income of the Trust shall be determined by the Trustees. Net income shall be allocated to participating members as described in each portfolio's Informational Statement.

(i) For the purpose of calculating dividends for portfolios where the net asset value may fluctuate, net income shall consist of interest accrued and changes in fair value of investments since its last Valuation Date and any other investment income earned, minus a proportionate share of the estimated Trust expenses.

(ii) Capital distribution, if any, may be distributed whenever the Trustees determine that such distribution would be in the best interest of the participating members of the portfolio.

(c) The Board of Trustees may prescribe procedures and penalties for the premature withdrawal or the early redemption by participating members of Shares of Beneficial Interest in Trust portfolios. Such procedures shall be disclosed in the Informational Statement describing the Trust portfolio. For portfolios where the net asset value may fluctuate, the Board of Trustees may charge participating members with a reasonable fee for premature withdrawals based on (i) all penalty charges, losses and other costs (including, without limitation, interest paid on borrowed funds to pay the redemption) associated with amending, terminating, selling or otherwise affecting any of the investments in the portfolio, and (ii) an amount sufficient to maintain the projected yield on the remaining shares to the stated redemption date for the portfolio. For premature redemptions, net asset value shall be determined on the day of the redemption by dividing the total market value of the securities in the portfolio (bid price) including interest and discount earned and other assets less liabilities and any early redemption fees by the total number of outstanding Shares in the portfolio.

## ARTICLE XI - TRUST MEMBERSHIP

***Section 1. Definitions***

Unless the context indicates otherwise, as used in this Declaration of Trust:

"Member" means an agency or political subdivision in or of the state that has applied for and been accepted to participate in the Trust and shall include both active members and inactive members.

"Active member" means a member holding Beneficial Shares of Interest in the Trust.

"Inactive member" means a member not holding Beneficial Shares of Interest in the Trust.

***Section 2. Membership Cancellation, Suspension or Expulsion***

The Board of Trustees shall be the sole judge of whether membership in the Trust may be canceled or whether a member may be suspended or expelled from the Trust. Written notice of any such cancellation, suspension or expulsion shall be provided by the Trust to the member at its address as recorded on the register of the Trust no less than thirty (30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under the Declaration of Trust or any other agreement, certificate, document, or other instrument executed by the Trust and the member pursuant to this Declaration of Trust, shall accrue to the Trust following the effective date of such cancellation, suspension or expulsion.

***Section 3. Responsibilities of Member***

Each member of the Trust agrees to abide by all the terms and conditions of the Declaration of Trust, the Participation Agreement, Informational Statements, the rules and regulations of the Trust and any other agreement, certificate, document, or other instrument executed by the Trust and the member pursuant to this Declaration of Trust.

***Section 4. Inactive Member Status***

An active member shall become an inactive member when such active member no longer holds Shares of Beneficial Interest in the Trust. Upon becoming an inactive member, such inactive member shall not be entitled to any rights, titles or privileges provided under the Declaration of Trust, any Participation Agreement, Informational Statements, the rules and regulations of the Trust and any other agreement, certificate, document, or other instrument executed by the Trust and the member pursuant to this Declaration of Trust, except such inactive member shall not be required to submit a Participation Agreement or other document for membership in the Trust in order to acquire Shares of Beneficial Interest in the Trust. The Trust shall owe no duties, obligations or responsibilities to inactive members.

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Subject to the provisions of Article II, Section 3, a person serving as a Trustee whose member becomes an inactive member may continue to serve as a Trustee for a period of 90 consecutive days after the member becomes an inactive member. If the Trustee's member remains an inactive member for 90 consecutive days, the Trustee shall cease to be eligible to serve as a Trustee and shall be automatically removed as a Trustee on the 91st day. If the inactive member becomes an active member as provided in this Declaration of Trust, within 90 days of becoming an inactive member and remains an active member for a period of 90 consecutive days, a Trustee from such member shall not cease to be eligible to serve as a Trustee.

Inactive members may acquire Shares of Beneficial Interest under the terms of this Declaration of Trust, any Participation Agreement, or any other written agreement executed by the Trust and such member. Inactive members shall become active members upon acquiring Shares of Beneficial Interest as provided herein and shall be entitled to all rights, titles or privileges, and subject to all liabilities, as provided under the Declaration of Trust, any Participation Agreement, Informational Statements, the rules and regulations of the Trust and any other agreement, certificate, document, or other instrument executed by the Trust and the member pursuant to this Declaration of Trust.

This section shall not be construed to effect in any way the rights of the Board of Trustees to cancel, suspend or expel a member pursuant to Article XI, Section 2.

Inactive members may terminate membership in the Trust upon written notice addressed to the office or offices of the Trust and no liability under the Declaration of Trust or any other agreement, certificate, document, or other instrument executed by the Trust and the member pursuant to this Declaration of Trust, shall accrue following the effective date of such termination.

***Section 5. Termination of Membership***

A member that disposes of all its Shares of Beneficial Interest pursuant to Article IX and provides written notice addressed to the office or offices of the Trust that it is terminating membership in the Trust, shall be deemed to have terminated its membership in the Trust and no liability under the Declaration of Trust or any other agreement, certificate, document, or other instrument executed by the Trust and the member pursuant to this Declaration of Trust, shall accrue following the effective date of such termination.

## ARTICLE XII - DURATION; TERMINATION OF TRUST; AMENDMENT OF DECLARATION OF TRUST

***Section 1. Duration***

The Trust shall continue without limitation of time but subject to the provisions of this Article XII.

***Section 2. Termination of Trust***

(a) This Declaration of Trust shall continue in full force and effect and may be amended and supplemented from time to time subject to the restrictions provided herein. This Declaration of Trust may be terminated at any time by the concurrence of a majority of the Board of Trustees. In addition, the assets, management and operations of this Trust may be merged or consolidated with the assets, management and operations of any other trust with similar or like members and purpose by the concurrence of a majority of the Board of Trustees if the Board of Trustees finds such consolidation or merger is in the best interests of the Trust and its members, the Board of Trustees finds such trust has demonstrated a financial capability to assume, and will in fact assume, any and all liabilities incurred by the Trust prior to the date of any such consolidation or merger, and the Board of Trustees has secured the prior approval of such consolidation or merger from the Board of Directors of the Florida League of Cities, Inc.

(b) The Trust may be terminated by the affirmative vote of a majority of the Board of Trustees voting thereon at a duly called meeting of said Board. Upon the termination of the Trust:

(i) The Trust shall carry on no activities except for the purpose of finalizing its affairs.

(ii) The Board of Trustees shall proceed to finalize the affairs of the Trust and all of the powers of the Board of Trustees under this Declaration of Trust shall continue until the affairs of the Trust shall have been completed, including the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and to do all other acts appropriate to liquidate its business; and

(iii) After paying or adequately providing for the payment of all liabilities and claims, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Board of Trustees shall distribute the remaining Trust Property, in cash or in kind or partly in cash and partly in kind, among the active members according to their respective Shares of Beneficial Interests.

(c) After termination of the Trust and distribution to the active members as herein provided, a majority of the Board of Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Board of Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and interests of all members shall thereupon cease.

(d) During the life of the Trust and also upon and after termination of the Trust, no Trust income or assets shall accrue to the benefit of any person, firm or corporation other than members of the Trust.

***Section 3. Amendments***

(a) Except as otherwise provided herein, this Declaration of Trust may be amended in writing at any duly called meeting by the concurrence of a majority of the Board of Trustees. However, this Declaration of Trust may not be amended so as to change its purpose as set forth in this Declaration of Trust, to permit the diversion or application of any of the funds of the Trust for any purpose other than those specified herein, or to

Attachment: FMIvT Declaration of Trust Dated April 28, 1993 as Amended March 2006 w_cover (2092 : Florida Municipal Investment Trust -

alter the nature and extent of liability assumed by the initial parties to this Declaration of Trust in executing this Declaration of Trust. In addition, the provisions herein relating to merger or consolidation, reelection, length of appointment, qualifications and limitations on service, and removal of Trustees may not be amended without the prior approval of the Board of Directors of the Florida League of Cities, Inc. The Board of Trustees, upon adoption of an amendment to this Declaration of Trust, shall send notice of any such amendment to the members as provided in Article VIII, Section 8.

(b) No amendment may be made under this Section 3 hereof which would change any rights with respect to any Share of Beneficial Interest by reducing the amount payable thereon upon liquidation of the Trust. Nothing in this Declaration of Trust shall permit its amendment to impair the exemptions contained herein from personal liability of the members, Trustees, officers, employees and agents of the Trust or to permit assessments upon members.

(c) A certificate signed by a majority of the Board of Trustees setting forth an amendment and reciting that it was duly adopted by the Board of Trustees or a copy of an amendment to this Declaration of Trust, executed by the Chairman of the Board of Trustees and attested to by the Administrator, shall be conclusive evidence of such amendment when lodged among the records of the Trust.

## ARTICLE XIII - MISCELLANEOUS

***Section 1. Situs of Trust***

The situs of this Declaration of Trust is the State of Florida. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.

***Section 2. Construction***

Whenever any words are used in this Declaration of Trust in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Declaration of Trust in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Declaration of Trust in the plural form, they shall be construed as though they were used in the singular form in all situations where they would so apply.

***Section 3. Fiscal Year***

The Trust shall operate on a fiscal year from 12:01 a.m., October first to midnight of the last day in September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless canceled by the Board of Trustees or the member in the manner herein provided.

***Section 4. Agreement of Counterparts***

Any prospective member who formally applies for membership in the Trust by executing a Participation Agreement and which is accepted by the Board of Trustees shall thereupon become a party to this Declaration of Trust and shall be bound by all of the terms and conditions hereof, and said Participation Agreement shall constitute a counterpart of this Declaration of Trust.

Attachment: FMIvT Declaration of Trust Dated April 28, 1993 as Amended March 2006 w_cover (2092 : Florida Municipal Investment Trust -

# FLORIDA MUNICIPAL INVESTMENT TRUST
# PARTICIPATION AGREEMENT

**Please complete and mail the original to:**
**Florida Municipal Investment Trust, P.O. Box 1757, Tallahassee, FL, 32302-1757**

## Participation Agreement

_____(herein referred to as the "Governmental Entity") formally app
for membership in the Florida Municipal Investment Trust.

**Check all portfolios in which the Governmental Entity may invest:**

_____0-2 Year High Quality Bond Fund _____1-3 Year High Quality Bond Fund _____Intermediate High Quality Bond Fund

_____Broad Market High Quality Bond Fund ____Diversified Large Cap Equity Portfolio ____Diversified Small to Mid Cap Portfolio

_____International Equity Portfolio _____Expanded High Yield Bond Fund _____ Core Plus Fixed Income Fund

_____Core Real Estate

The Governmental Entity further agrees to the following terms and conditions

(a) That by this reference it agrees to the terms and provisions of and agrees to become a party to the Agreement and Declaration of Trust creating the Florida Municipal Investment Trust (the "Trust") and any amendments thereto filed;

(b) To abide by the rules and regulations established by the Board of Trustees for the Trust and to conform to the terms and conditions of the most recently published Informational Statement governing the portfolio(s) selected above;

(c) To notify the Florida Municipal Investment Trust in writing of any changes to the Membership Application Form(s) and that the Trust may act upon instructions received until notified to the contrary in writing by the Governmental Entity;

(d) That any and all notices to which a Member may be entitled and any and all communications shall be deemed duly given if mailed, postage prepaid, addressed to the Member of record at its address as specified in the Official Notices section of the Membership Application Form(s).

The undersigned certifies that he/she has the authority and legal capacity to open an account with the Trust on behalf of the Governmental E and that the Governmental Entity has the legal capacity to invest funds in and withdraw funds from the Trust. The undersigned binds Governmental Entity to the terms and conditions set forth in the Agreement and Declaration of Trust creating the Florida Municipal Investr Trust as amended and the most recently published Informational Statement governing the portfolio(s) selected above.

**Executed this _____ day of _____, 20_____.**

**NOTE:**
**Only the person holding the office designated in the entity's ordinance/resolution can sign the Participation Agreemen the "Authorized Signature."**

_____ _____
**Authorized Signature** **Authorized Title**

**Attest Signature:** _____ **Attest Title:**_____

Attachment: Participation Agreement 2018 (2092 : Florida Municipal Investment Trust - (FMIT))

# FLORIDA MUNICIPAL INVESTMENT TRUST
## SIGNATURE CARD

**Please complete and mail the original to:**
**Florida Municipal Investment Trust, P.O. Box 1757, Tallahassee, FL, 32302-1757**

## Signature Card

**(Please check only one)**

_____0-2 Year High Quality Bond Fund _____1-3 Year High Quality Bond Fund _____Intermediate High Quality Bond Fund

_____Broad Market High Quality Bond Fund ____Diversified Large Cap Equity Portfolio ___Diversified Small to Mid Cap Portfolio

_____International Equity Portfolio _____Expanded High Yield Bond Fund _____ Core Plus Fixed Income Fund

_____Core Real Estate

Name of Governmental Entity: _____

Account Title: _____

Account #:_____ (Please leave blank if establishing a new account)

| NAME | SIGNATURE |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

_____ ***Number of signatures required to authorize a contribution and/or redemption.***

The undersigned hereby authorize the person(s) indicated above as having authority to invest funds and withdraw fu on behalf of the Governmental Entity's account according to the terms and conditions set forth in the Agreement Declaration of Trust as amended and the most recently published Informational Statement governing the Portfolio which the named account is a Member. The undersigned agrees that the above authorized person(s) will remain in ef until the Administrator receives a new signature card.

_____ _____

**Authorized Signature** Date:

***NOTE:***
***Only the person holding the office designated in the entity's ordinance/resolution can sign the Signature Card as t "Authorized Signature" or make changes to the Signature Card.***

**Attest Signature: _____Attest Title: _____**

Attachment: Signature Card 2018 (2092 : Florida Municipal Investment Trust - (FMIT))

# FLORIDA MUNICIPAL INVESTMENT TRUST

## MEMBERSHIP APPLICATION FORM

**Please mail the completed Application Form to:**
**Florida Municipal Investment Trust**
**P.O. Box 1757 Tallahassee, FL 32302-1757**

## Account Information (Separate applications are required for each account established by the Governmental Entity.)

**Please check only one:**

_____0-2 Year High Quality Bond Fund ____1-3 Year High Quality Bond Fund _____Intermediate High Quality Bond Fund

_____Broad Market High Quality Bond Fund ____Diversified Large Cap Equity Portfolio ___Diversified Small to Mid Cap Portfolio

_____International Equity Portfolio _____Expanded High Yield Bond Fund _____ Core Plus Fixed Income Fund

_____Core Real Estate Portfolio

Name of Governmental Entity _____ Federal Tax ID: _____

Account Title: _____

Type of Governmental Entity**:** City____ County:___ Special District:__ School Board:___ Constitutional Officer:___Other:(specify)_____

## Individual and Address for Official Notices

Name: _____Title_____

Mailing Address: _____

City: _____ **State: FL** Zip: _____

Telephone Number: **(____) -**___ _____ FAX Number: **(_____)_____-_____** **Email** _____

## Individual and Address for Confirmations and Statements

Name:_____Title_____

Mailing Address: _____

City: _____ **State: FL** Zip: _____

Telephone Number:**(___) ___-_____** _ FAX Number: **(___)_____-** _____ **Email** _____

## NOTE:

**Only the individual holding the office designated in the entity's ordinance/resolution is permitted to make changes to the Membershi Application Form or the Signature Card.**

**The individual who currently holds the designated office should sign each of the FMIvT forms (Participation Agreement, Membersl Form and Signature Card) in the space marked "Authorized Signature"**

| Authorized Name and Title | Telephone Number |
|---|---|
| | |

## Bank Information

I hereby authorize the Administrator to act upon instructions properly received from the person(s) specified on the Signature Card to have amounts redeemed from this account and sent to the member bank designated below.

**Fed Wire Information**

Name of Bank: _____ **Fed Wire ABA Routing #**: _____

**Location** City: _____**State:**_____

Account Name:_____Fed **Wire** Account Number: _____

---

**Fed ACH Information**

Name of Bank:_____ Fed **ACH ABA Routing #** _____

**Location** City: _____ State: _____

Account Name:_____ Fed **ACH** Account Number: _____

***•••A Signature Card must be completed for all individuals who will be making contributions or requesting redemptions on this account.•••***

## Net Investment Income

Net investment income will be incorporated into the net asset value of the portfolio.

## Signature and Authorization

The undersigned certifies that the person signing below has full authority and capacity to open an account with the Trust and to execute this Membership Application Form. The undersigned affirms that he/she has submitted or has previously submitted a certified copy of an ordinance or resolution authorizing the Governmental Entity's participation in the Florida Municipal Investment Trust and an executed Participant Agreement. The undersigned agrees that the instructions and authorizations contained in this Membership Application Form will remain in effect until the Administrator receives written notice of change.

**Executed this** _____ **day of** _____, **20**_____.

**Attest Signature:** **"Authorized" Signature (per entity's ordinance/resolution)**

_____ _____

**Attest Title**: _____ _ "**Authorized" Title**: _____

Attachment: Membership Application 2018 (2092 : Florida Municipal Investment Trust - (FMIT))

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **July 10, 2018**
**FROM:** **John McKinney**
**SUBJECT:** **Resolution 2018-R-45 A Resolution of the City of Holly Hill, Florida, Authorizing and Directing Execution and Delivery of a Joinder to Agreement and Declaration of Trust Creating and Establishing the Florida Local Government Investment Trust; and Providing an Effective Date.**
**NUMBER:** **(ID # 2090)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

The attached resolution authorizes the City to enter into an agreement with the Florida Local Government Investment Trust. Florida Local Government Investment Trust is an investment pool utilized by many Florida government entities to invest surplus funds not immediately needed for operating or capital expenditures. This agreement diversifies the City's available investment opportunities therefore reducing the concentration of investments and risk.

## FISCAL ANALYSIS:

The Florida Local Government Investment Trust investment pool is consistent with the City's adopted investment policy objectives.

## STAFF RECOMMENDATION:

Staff recommends approval of this agenda item.

## COMMISSION GOAL:

**Goal #1**: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

## MOTION:

**APPROVE RESOLUTION 2018-R-45, AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF A JOINDER TO AGREEMENT AND DECLARATION OF TRUST**

**CREATING AND ESTABLISHING THE FLORIDA LOCAL GOVERNMENT INVESTMENT TRUST.**

**ATTACHMENTS:**

- Appendix A - FLGIT Deed of Trust (as of 03-23-12)(current) (PDF)
- Exhibit A - Joinder Agreement (PDF)
- Letter to John McKinney (PDF)

# Resolution No. (ID # 2090)

## RESOLUTION 2018-R-45 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF A JOINDER TO AGREEMENT AND DECLARATION OF TRUST CREATING AND ESTABLISHING THE FLORIDA LOCAL GOVERNMENT INVESTMENT TRUST; AND PROVIDING AN EFFECTIVE DATE.

**RESOLUTION 2018-R-45**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF A JOINDER TO AGREEMENT AND DECLARATION OF TRUST CREATING AND ESTABLISHING THE FLORIDA LOCAL GOVERNMENT INVESTMENT TRUST; AND PROVIDING AN EFFECTIVE DATE.**

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1. DEFINITIONS.** Unless the context of use clearly indicates another meaning or intent, the following words and terms as used in this Resolution shall have the following meanings.

**"City"** shall mean the City of Holly Hill, a municipal corporation organized under the laws of the State of Florida.

**"Clerk"** shall mean the City Clerk or such other person as may be duly authorized to act on his or her behalf.

**"Commission"** shall mean the City Commission of the City of Holly Hill.

**"Florida Trust"** shall mean the Florida Local Government Investment Trust.

**"Investment Fund" or "Investment Funds"** shall mean one or more trust funds

established pursuant to the Trust Agreement to enable public entities to pool their surplus funds for joint investment.

**"Joinder Agreement"** shall mean the Joinder to Agreement and Declaration of Trust between the City and the Florida Trust, in substantially the form appended hereto as Exhibit A.

**"Mayor"** shall mean the Mayor of the City of Holly Hill, or such other person as may be duly authorized to act on his or her behalf.

**"Resolution"** shall mean this Resolution, as the same may from time to time be amended, modified or supplemented.

**"Trust Agreement"** shall mean the Agreement and Declaration of Trust, dated as of December 1, 1991, creating and establishing the Florida Trust, as amended, a composite of which is attached to the Joinder Agreement as Appendix A thereto.

**SECTION 2. FINDINGS.** It is hereby determined that:

(A) It furthers the public interest for the City to invest any monies not immediately required to be disbursed and to maximize the net earnings on such funds.

(B) The Florida Local Government Investment Trust has been established pursuant to the Trust Agreement for the purpose of establishing one or more Investment Funds for pooling surplus funds of public entities for joint investment.

(C) The City desires to have the Investment Funds available if they become an advantageous investment for the City's surplus funds; the investment policy adopted pursuant to Section 218.415, Florida Statutes, permits investment in the Investment Funds established by the Florida Local Government Investment Trust.

(D) The City is required to become a party to the Trust Agreement as a condition precedent to participation in any Investment Fund.

(E) The City Commission has approved the City's participation in the Florida Trust, which is a condition precedent to participation in the Florida Trust.

**SECTION 3. AUTHORIZATION OF TRUST AGREEMENT.** The City Commission hereby authorizes and directs the Mayor to execute, and the City Clerk to attest under the seal of the City, the Joinder Agreement for the purpose of becoming a party to the Trust Agreement and evidencing the City's agreement to become bound by the terms thereof. The Mayor is further directed to deliver the Joinder Agreement to the Florida Trust for execution by its appropriate officers. Upon execution and delivery of the Joinder Agreement by the City and the Florida Trust, all of the terms and provisions of the Joinder Agreement and the Trust Agreement shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein. The Joinder Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor. Execution of the Joinder Agreement by the Mayor shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 10th day of JULY, 2018.**

Attachment: Appendix A - FLGIT Deed of Trust (as of 03-23-12)(current) (2090 : Florida Local Government Investment Trust ("Florida Trust"))

# FORM OF
# AGREEMENT AND DECLARATION OF TRUST
## Creating and Establishing the
## FLORIDA LOCAL GOVERNMENT INVESTMENT TRUST
## Reflecting Amendments as of March 23, 2012

Attachment: Appendix A - FLGIT Deed of Trust (as of 03-23-12)(current) (2090 : Florida Local Government Investment Trust ("Florida Trust"))

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# AGREEMENT AND DECLARATION OF TRUST

THIS AGREEMENT AND DECLARATION OF TRUST is made and entered into as of December 1, 1991, by and among Brevard County, Hernando County, Manatee County and Orange County, as the initial participants of the Florida Local Government Investment Trust (the "Initial Participants") and Robert L. Anderson, Scott I. Cowan, Martha O. Haynie, Karen Nicolai, Richard B. Shore and Terry R. Wood, as the initial Trustees of the Florida Local Government Investment Trust (the "Initial Trustees").

**W I T N E S S E T H:**

**WHEREAS**, it furthers the public interest for public entities to invest any monies not immediately required to be disbursed and to maximize the net earnings on such funds; and

**WHEREAS**, the Initial Participants each desire to enter into a trust agreement and thereby establish one or more investment funds (each referred to herein as an "Investment Fund") for pooling their surplus funds for joint investment in accordance with the provisions of this Agreement and Declaration of Trust (the "Agreement"); and

**WHEREAS**, each of the Initial Participants has duly taken all official action necessary and appropriate to become a party to this Agreement; and

**WHEREAS**, it is the desire and intent of the Initial Trustees to serve in the capacity of trustees of the Florida Local Government Investment Trust for the purpose of operating, managing and maintaining the assets and liabilities thereof; and

**WHEREAS**, it is the intent and purpose of this Agreement to invest the pooled funds only in the manner authorized by applicable law; and

**WHEREAS**, it is proposed that the beneficial interest of any Participant hereunder in the assets of any Investment Fund created pursuant to the provisions of this Agreement shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by share registers maintained by or on behalf of the Trustees; and

**WHEREAS**, the Initial Participants anticipate that other public entities may wish to become Participants hereunder by becoming parties to this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein, the Initial Participants and Participants hereafter added pursuant to the provisions hereof, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all monies, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors or assigns under this Agreement, shall be held and managed in trust for the mutual and

proportionate benefit of the holders of record from time to time of shares of beneficial interest in one or more Investment Funds established pursuant to this Agreement, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

Attachment: Appendix A - FLGIT Deed of Trust (as of 03-23-12)(current) (2090 : Florida Local Government Investment Trust ("Florida Trust"))

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## ARTICLE I

## DEFINITIONS AND CONSTRUCTION

**SECTION 1.01. DEFINITIONS**. As used in this Agreement and Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations.

**"Administrator"** shall mean the person or persons appointed, engaged by the Trustees in accordance with the applicable provisions of Section 5.01 hereof, to perform the duties described in Section 5.03 hereof.

**"Affiliate"** shall mean, with respect to any person, another person directly or indirectly controlled by or under common control with such person, or any officer, director, partner or employee of such person.

**"Agreement"** shall mean this Agreement and Declaration of Trust, including any amendments, supplements or joinders hereto executed and delivered in accordance with the terms hereof.

**"Annual Report"** shall mean the annual report required by Section 4.15 hereof.

**"Board"** shall mean the Board of Trustees responsible for the operation and administration of the Trust.

**"Business Day"** shall mean any day upon which banks in the State are open to transact regular business.

**"Clerk's Association"** shall mean the Florida Association of Court Clerks and County Comptrollers.

**"County Association"** shall mean the Florida Association of Counties, Inc.

**"Custodian"** shall mean the bank or trust company engaged by the Trustees in accordance with the applicable provisions of Section 6.01 hereof.

**"Custodian Agreement"** shall mean the agreement between the Trust and the Custodian referred to in Section 6.01 hereof, as the same may be amended from time to time.

**"Development Expenses"** means any charges or expenses associated with the initial formation of the Trust, including legal fees and amounts advanced by the County Association and the Clerk's Association.

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**"Education Expenses"** means any charges or expenses associated with education and technical assistance, as set forth in Section 4.20 hereof.

**"Fiscal Year"** shall mean the annual period beginning October 1 of each year and ending September 30 of the following year unless modified by the Trustees pursuant to Section 4.10 hereof.

**"Information Statement"** shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the Trust to Participants and potential Participants of the Trust as the same may be amended by the Trustees from time to time.

**"Initial Participants"** shall mean Brevard County, Hernando County, Manatee County and Orange County, which are Public Entities of the State and which, acting with respect to the surplus funds of their respective treasuries, formed this Trust by the execution and adoption of this Agreement.

**"Initial Trustees"** shall mean Robert L. Anderson, Scott I. Cowan, Martha O. Haynie, Karen Nicolai, Richard B. Shore and Terry R. Wood, as the initial Trustees of the Florida Local Government Investment Trust.

**"Investment Advisor"** shall mean the person or persons engaged by the Trustees in accordance with the applicable provisions of Section 5.01 hereof to perform the duties described in Section 5.02 hereof.

**"Investment Advisory Agreement"** shall mean the agreement with the Investment Advisor referred to in Section 5.02 hereof as the same may be amended from time to time.

**"Investment Fund"** shall mean a trust fund established by the Trustees pursuant to Section 4.02 hereof, to enable the Participants to pool their surplus funds for joint investment in accordance with the provisions of this Agreement.

**"Net Asset Value"** shall mean the aggregate value of Shares in an Investment Fund, determined in accordance with Section 9.02 hereof.

**"Operating Expenses"** means any charges or expenses which, in the opinion of the Trustees, are necessary or incidental to or proper for carrying out any of the purposes of this Agreement, including appropriate compensation or fees to persons with whom the Trust has contracted or transacted business.

**"Participant"** shall mean the Initial Participants and the Public Entities which comply hereafter with the provisions of Section 2.03 hereof.

**"Permitted Investments"** shall mean the investments authorized by the Trustees for any specific Investment Fund, as authorized by Section 4.02 hereof.

**"Public Entity"** shall mean any municipality, county, public utility, or other political subdivision of the State, or any department, agency, or instrumentality thereof, or any political or public corporation thereof, existing as a local government entity under the Constitution and laws of the State, which is authorized to invest in the Trust. The term "Public Entity" shall be limited to those types of public entities that are political subdivisions of the State of Florida within the meaning of the Internal Revenue Code of 1986, as amended, integral parts of the State of Florida, or entities whose income qualifies for exclusion from gross income pursuant to Section 115 of the Internal Revenue Code of 1986, as amended.

**"Share"** shall mean the unit used to denominate and measure the respective pro rata beneficial interest of the Participants in the Trust Property, as described in Article VII.

**"Share Register"** shall mean the register of Shares maintained pursuant to Article VIII hereof.

**"Share Value"** shall mean the value of each Share in an Investment Fund, determined in accordance with Section 9.03 hereof.

**"State"** shall mean the State of Florida.

**"Transaction Execution Date"** means the Business Day on which a Participant's investment in or redemption from an Investment Fund is executed in accordance with the terms hereof.

**"Transaction Valuation Date"** means (A) with respect to investments, each Transaction Execution Date, and (B) with respect to redemptions, the Business Day immediately preceding each Transaction Execution Date.

**"Trust"** shall mean the "Florida Local Government Investment Trust" as established and governed by this Agreement.

**"Trust Counsel"** shall mean the attorney or firm of attorneys, experienced in matter of local government law and duly admitted to practice law in the State, as may be engaged or employed by the Board pursuant to Section 5.04 of this Agreement.

**"Trust Property"** shall mean, as of any particular time, any and all property, real, personal, or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust or Trustees, and all assets, income, profits and gains therefrom and which, at such time, is owned or held by or for the account of the Trust or the Trustees, including but not limited to Permitted Investments.



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**"Trustees"** shall mean the Initial Trustees of the Florida Local Government Investment Trust designated in Section 3.01 of this Agreement or any successors appointed thereafter as provided in said Section 3.01.

**SECTION 1.02. SECTION HEADINGS**. Any headings preceding the texts of the several Articles and Sections of the Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

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## ARTICLE II

## CREATION AND PURPOSE OF TRUST

**SECTION 2.01. CREATION OF TRUST**. There is hereby created and established an investment trust for surplus public funds to be known as the "Florida Local Government Investment Trust," the operation and administration of which shall be the responsibility of the Trustees. The Trustees shall conduct the Trust's activities, hold property, execute all documents and sue or be sued as the "Florida Local Government Investment Trust" and such name (and the name "Trust", wherever used in this Agreement or related documents, except where the context otherwise requires) shall refer to the Board of Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisors, consultants, accountants, or Participants of the Trust or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they deem necessary or appropriate to file or register such name in accordance with the laws of the State or the United States of America so as to protect and reserve the right of the Trust in and to such name.

**SECTION 2.02. PURPOSE AND NATURE OF TRUST**.

(A) The purpose of the Trust is to provide Investment Funds through which Public Entities may pool funds which are not immediately required to be disbursed in order to take advantage of Permitted Investments and maximize net earnings, subject to and in accordance with the provisions of the laws of the State, from time to time in effect, governing the investment of funds by such Public Entities.

(B) The Trust is created pursuant to and shall be subject to and governed by all applicable laws of the State. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as a general partnership, limited partnership, joint venture, corporation, investment company, joint stock company, or any other entity or organization other than a local government surplus funds trust fund. The Participants shall be the beneficiaries of the Trust and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(C) This Agreement is an agreement of indefinite term regarding the deposit, redeposit, investment, reinvestment and withdrawal of local government funds within the meaning of the laws of the State. The Trust Property shall be invested in compliance with the laws of the State and the provisions hereof.

**SECTION 2.03. PARTICIPANT REQUIREMENTS**. A Public Entity may become a Participant by (A) agreeing by written instrument to be bound by the terms of this Agreement, and (B) providing written evidence to the Trust that the Clerk of the Circuit Court, County Comptroller or other comparable officer of such Public Entity has approved participation in the Trust, each in form and substance acceptable to the Trust Counsel. Each Public Entity, once having become a Participant as set forth above, shall continue as a Participant until a subsequent written instrument withdrawing from the Trust is adopted and delivered to the Trustees and Administrator stating that Public Entity's intent to withdraw from participation in the Trust.

**SECTION 2.04. PRINCIPAL OFFICE**. The Trust shall maintain an office of record in the State and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the Trust shall be 3544 Maclay Boulevard, Tallahassee, Florida 32312. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

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## ARTICLE III

## BOARD OF TRUSTEES

**SECTION 3.01. APPOINTMENT OF TRUSTEES**. The Trust shall be operated and administered by a Board of Trustees consisting of six members. Three Trustees shall be appointed by and serve at the pleasure of the County Association and three Trustees shall be appointed by and serve at the pleasure of the Clerk's Association. Upon appointment, each Trustee shall execute, acknowledge and deliver to the Board and the organization responsible for such Trustee's appointment an instrument in writing accepting such appointment hereunder, and thereupon such Trustee, without any further act, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of a Trustee. Each Trustee shall be appointed for a term of one year or until his or her successor is appointed and qualified as provided herein. There shall be no limit upon the number of successive terms to be served by any Trustee. Trustees' terms shall commence on July 1. Notwithstanding the foregoing, the term of the initial Trustees shall commence on the effective date of this Agreement and expire on June 30, 1992.

The initial Trustees of the Trust are as follows:

| Name | Appointing Organization |
|---|---|
| Robert L. Anderson | County Association |
| Scott I. Cowan | County Association |
| Martha O. Haynie | Clerk's Association |
| Karen Nicolai | Clerk's Association |
| Richard B. Shore | Clerk's Association |
| Terry R. Wood | County Association |

**SECTION 3.02. RESIGNATIONS**. Any Trustee may resign by delivering, either by mail or in person, his or her written resignation to the Chairman of the Board and the organization responsible for such Trustee's appointment. Any person appointed to serve as a Trustee while serving as a County Commissioner, Clerk of the Circuit Court or County Comptroller shall be deemed to resign as a Trustee on the date such person (A) ceases to hold such office or (B) is suspended from such office, notwithstanding any subsequent reinstatement. Any person who ceases being a Trustee for whatever reason shall forthwith turn over to the remaining Trustees, at the principal office of the Trust, any and all records, books, documents, property or other assets in his or her possession owned by the Trust or by the Board incident to the fulfillment of this Agreement and the administration of the Trust. The Trust shall immediately notify the County Association and the Clerks Association in writing of the resignation of any Trustee appointed by such

association. The powers of the Board to act shall not be impaired or limited in any way pending the appointment of a successor Trustee to fill any vacancy.

**SECTION 3.03. BOARD MEETINGS**.

(A) Notwithstanding any other provisions of this Agreement to the contrary, meetings of the Board of Trustees shall be governed by the substantive provisions of Section 286.011, Florida Statutes, as the same may hereafter be amended and supplemented, and any subsequently enacted statute succeeding to the functions of Section 286.011. The Trustees hereby individually and collectively agree to comply with the provisions thereof.

(B) The annual meeting of the Board shall be held at such times and at such places as determined periodically by the Board.

(C) Special meetings of the Board may be called by the Chairman and in his or her absence by the Vice-Chairman, or by any three Trustees. By unanimous consent of all of the Trustees, special meetings of the Board may be held without written notice at any time and place; otherwise, notice of all special meetings of the Board shall be mailed to each Trustee at least ten days prior to the time fixed for the meeting. The Administrator shall receive notice of all meetings. All notices of special meetings of the Board shall state the purpose thereof.

(D) To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

(E) To the extent permitted by Section 286.011, Florida Statutes, in the event all of the Trustees shall severally or collectively consent in writing to any action taken or to be taken by the Trust, such action is a valid action as though it had been authorized at a formal meeting.

(F) The Board shall meet not less than semiannually.

(G) Absence of any Trustee for three consecutive meetings in a year without justification, excuse or good cause shall be deemed a resignation by such Trustee and the organization responsible for such Trustee's appointment may declare vacant the position, which shall be filled in the manner indicated above.

**SECTION 3.04. QUORUM AND VOTING**. A quorum for the transaction of business at any regular or special meeting of the Board shall consist of a majority of the Trustees then in office, but shall never be less than four Trustees; provided however, that a majority of the Trustees present may act to continue the meeting to any time and date specified in such action. Each Trustee shall be entitled to one vote at any meeting of the



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Board. No vote by proxy shall be permitted. The affirmative vote of not less than four Trustees shall be required for any action of the Board.

**SECTION 3.05. CONFLICTS OF INTEREST**. No Trustee shall vote on any matter which inures to his or her special private gain, or the special gain of any principal, other than a Participant, by whom he or she is retained. Such Trustee shall, prior to a vote being taken, disclose the nature of his or her interest in the matter from which he or she is abstaining from voting.

**SECTION 3.06. BOOKS AND RECORDS**. The books and records pertaining to the Trust shall be "public records" within the meaning of Section 119.01(1), Florida Statutes, and any subsequently enacted statute defining the term "public records." The Trustees hereby individually and collectively agree to comply with all provisions of law applicable to "public records."

**SECTION 3.07. OFFICERS OF THE BOARD**. Officers of the Board required by this Agreement shall be elected at the annual meeting held in accordance with Section 3.03(A) of this Agreement. In addition, the Board may elect such other officers from their number as it deems advisable. Notwithstanding their stated terms, all officers shall serve at the pleasure of the Board.

(A) The Board shall elect a Chairman from their number, who shall serve for a period of one year, or until a successor shall have been duly elected and qualified, whichever is later and may be elected to an unlimited number of consecutive terms. The Chairman shall be the chief executive officer of the Trust, shall preside at all meetings of the Board, shall have general supervision over the affairs of the Trust and over the other officers, and shall perform all such other acts and duties as are incident to the Chairman's responsibilities as chief executive officer.

(B) The Board shall elect a Vice-Chairman from their number, who shall serve for a period of one year, or until a successor shall have been duly elected and qualified, whichever is later and may be elected to an unlimited number of consecutive terms. In case of the absence or disability of the Chairman, the Chairman's duties shall be performed by the Vice-Chairman. The Vice-Chairman shall perform such additional duties as are authorized by the Board.

(C) The Board shall elect a Secretary from their number, who shall serve for a period of one year, or until a successor shall have been duly elected and qualified, whichever is later and may be elected to an unlimited number of consecutive terms. The Secretary shall record and circulate the minutes of all meetings, shall prepare agendas and records, and perform such additional duties as are authorized by the Board.

**SECTION 3.08. COMPENSATION**. No Trustee shall be compensated for service as a Trustee. A Trustee may be reimbursed for out-of-pocket expenses in

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attending meetings or for other authorized travel on behalf of the Trust. No Trustee shall be employed or engaged by the Board to provide professional or other services to the Trust.

**SECTION 3.09. STANDARD OF CARE**. The Trustees shall use ordinary care and reasonable diligence in the administration of the Trust. Nothing contained in this Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Agreement.

**SECTION 3.10. LIABILITY**. A Trustee shall not be personally liable for monetary damages to any person for any statement, vote decision, or failure to act, regarding the management or policy of the Trust unless:

(A) the Trustee breached or failed to perform his or her duties as a Trustee; and

(B) the Trustee's breach of, or failure to perform, his or her duties constitutes:

(1) A violation of the criminal law, unless the Trustee had reasonable cause to believe such conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Trustee in any criminal proceeding for violation of the criminal law shall estop that Trustee from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the Trustee from establishing that such Trustee had reasonable cause to believe that such conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;

(2) A transaction from which the Trustee derived an improper personal benefit, either directly or indirectly; or

(3) Recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

For the purposes of this Section 3.10, the term "recklessness" means the acting or omission to act, in conscious disregard of a risk: (i) known, or so obvious that it should have been known to the Trustee; and (ii) known to the Trustee, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

**SECTION 3.11. INDEMNIFICATION**.

(A) The Trust shall, to the extent permitted by law, indemnify any person who was or is a party (other than an action by, or in the right of, the Trust), by reason of the fact that such person is or was a Trustee, officer or direct employee of the Trust against liability incurred in connection with such proceedings on behalf of the Trust, including



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any approval of such proceedings, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust and, with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Trust, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(B) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the Trust, such indemnified person shall promptly notify the Trust in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The Trust shall be responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

**SECTION 3.12. LEGAL TITLE TO TRUST PROPERTY**. Title to all Trust Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of any other entity or person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine; provided that the interests of the Trust are adequately protected as a consequence thereof.

**SECTION 3.13. EXECUTION OF DOCUMENTS**. All documents or instruments which require the signature of the Trustees shall be signed by the Chairman of the Board of Trustees (as Trustee) or by such other person as designated by resolution of the Trustees.

**SECTION 3.14. BY-LAWS**. The Trustees may adopt and from time to time, amend or repeal by-laws for the conduct of the business of the Trust. The by-laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust.

**SECTION 3.15. SEAL**. The Trustees shall have full and complete power to adopt and use a seal for the Trust, but unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of any document, instrument or other paper executed and delivered by or on behalf of the Trust.

**SECTION 3.16. SURETY BONDS**. No Trustee shall be obligated to give any bond, surety or other security for the performance of any of his or her duties as



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Trustee, except as otherwise determined by the Board of Trustees if necessary to protect the Trust.

**SECTION 3.17. RECITALS**. Any written instrument duly creating an obligation of the Trust shall be conclusively taken to have been executed by the Trustees, a Trustee or an officer, employee or agent of the Trust only in his or her capacity as a Trustee under this Agreement or in his or her capacity as an officer, employee or agent of the Trust. Any written instrument duly creating an obligation of the Trust shall refer to this Agreement and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, Treasurers, officers, employees or agents of the Trust; that only the Trust Property or a specific portion thereof shall be bound; and that such written instrument may contain any similar recital which may be deemed appropriate; provided that the omission of any recital pursuant hereto shall not operate to impose personal liability on any of the Trustees, Participants, Treasurers, officers, employees or agents of the Trust.

**SECTION 3.18. RELIANCE ON EXPERTS**. Each Trustee and officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of the Trust, upon an opinion of Trust Counsel, or upon official reports made to the Trust by any of its officers or employees or by the Investment Advisor, Administrator, Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

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## ARTICLE IV

## POWERS OF TRUSTEES

**SECTION 4.01. GENERAL**. The Trustees shall have, without other or further authorization, full, exclusive, and absolute power, control and authority over the Trust Property and over the affairs of the Trust to the same extent as if the Trustees were the sole and absolute owners of the Trust Property in their own right, and with such powers of delegation as may be permitted by this Agreement. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the Trust or promoting the interests of the Trust and the Participants in accordance with the objectives of this Trust as set forth in this Agreement. The Trustees shall invest the Trust Property with that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of the capital, the need for liquidity, and the probable income to derived from such investment. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any other specific power or authority provided by law. The Trustees may exercise any power authorized and granted to them by this Agreement. Such powers of the Trustees may be exercised without any further consent of the Participants, unless otherwise provided herein, or the necessity of any order of, or resort to, any court. Notwithstanding any other provision hereof, the Trustees are authorized to establish more than one Investment Fund in which the assets of the Trust are held and to establish separate investment criteria for each Investment Fund.

**SECTION 4.02. INVESTMENT FUNDS**.

(A) Government Fund

(1) The initial Investment Fund established pursuant to this Agreement shall be known as the "Government Fund." Participants shall be entitled to redeem funds from the Government Fund upon provision of notice to the Trust not later than the second Business Day prior to the date of redemption.

(2) The following instruments shall comprise the Permitted Investments for the Government Fund; provided however, that Government Fund assets shall not be invested in any instrument or instruments rated lower than A- by Standard and Poor's and one other nationally recognized rating agency, provided that the overall rating of the Government Fund must always be maintained at the highest rating category (AAA or equivalent) by at least one of the three nationally

recognized rating agencies. In the event that the two rating agencies assigned separate ratings to a particular security, the lower of the two ratings prevail:

(a) direct obligations of the United States Treasury, Federal agencies and instrumentalities of the United States;

(b) repurchase agreements with a term of 30 days or less that are fully collateralized by obligations described in Section 4.02(A)(2)(a), provided that the institution or broker transacting the repurchase agreement shall (a) execute and perform as stated in a master repurchase agreement and (b) take delivery of such collateral either directly or through an authorized custodian;

(c) commercial paper rated "prime-1" by Moody's Investors Service and "A-1" or "A-1+" by Standard and Poor's Corporation, provided that the Government Fund shall not purchase more than 10 percent of the outstanding principal amount of any specific issue of commercial paper;

(d) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency; provided however, that the investment of Government Fund assets in a money market mutual fund shall not exceed one percent of the Government Fund assets unless such investment is made (a) on an overnight basis pending investment on the next Business Day, (b) in amounts required to pay the purchase price of an investment previously purchased, the purchase price of which has not been paid, or (c) at the express direction of the Investment Advisor;

(e) Asset-backed securities in fully-registered form;

(f) domestic corporate debt obligations and bonds denominated in US Dollars and issued in the United States by foreign banks and corporations (yankee bonds), provided that not more 2 percent of the Government Fund shall be invested in the debt obligations of any specific issuer.

No Permitted Investment shall mature later than five years following its purchase; provided however, that if a Permitted Investment has a put or reset date or trades on its average maturity, the applicable put date, reset date, or date of average maturity or duration shall be used in lieu of the actual maturity date; and



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(g) Taxable and non-taxable municipal securities, provided that, on a per issue basis, the minimum issue size is $50 million and the portfolio cannot own more than 10% of the issue.

(3) To be classified as Permitted Investments for the Government Fund, collateralized mortgage obligations shall be part of a tranche structured to have a projected stable average life over a wide range of interest rate movement and rate of prepayment, as evidenced by compliance with the average life test, average life sensitivity test and price sensitivity test promulgated by the Federal Financial Institutional Examination Council.

Collateralized mortgage obligations shall not be classified as Permitted Investments if they are secured by principal or interest only, or if they bear interest at an inverse floating rate.

(4) Not less than 30 percent of the Government Fund assets shall be invested in direct obligations of the United States Treasury, federal agencies and instrumentalities.

(B) Short Term Liquidity Fund

(1) There is hereby established the Short Term Liquidity Fund. Participants shall be entitled to redeem funds from the Short Term Liquidity Fund upon provision of notice to the Trust as provided in Section 7.04 hereof.

(2) The objectives of the Short Term Liquidity Fund are a stable share price and as high a level of current income as is consistent with preservation of principal and liquidity.

(3) Except as otherwise provided in this Section 4.02(B), all Permitted Investments for the Short Term Liquidity Fund must satisfy the following criteria:

(a) Such Permitted Investments must be securities eligible to be held in an investment fund regulated and controlled by Securities and Exchange Commission Rule 2a-7;

(b) Such Permitted Investments must have a maturity of not more than 397 days, except for government issued and FDIC-backed floating rate notes which must have a maturity of not more than 762 days;

(c) A minimum of 50% of such Permitted Investments must have an A-1+ rating from Standard & Poor's Corporation and a maximum of 50% of such Permitted Investments must have an A-1 rating from Standard & Poor's Corporation;



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(d) Except for government or agency securities, no more than 5% of the Short Term Liquidity Fund's market value will be invested in securities of any single issuer; and

(e) The instruments must be Fixed-Income securities.

(4) Subject to Section 4.02(B)(3) above, the following Fixed-Income instruments shall comprise the Permitted Investments for the Short Term Liquidity Fund:

(a) Obligations of U.S. or foreign Governments or their agencies payable in U.S. Dollars;

(b) U.S. Dollar-denominated Corporate securities;

(c) Money-market instruments including repurchase agreements with minimum 102% collateral of US Treasury and Agency securities only; and

(d) Obligations of U.S. state and local entities.

(e) Notwithstanding anything to the contrary in this Section 4.02(B), investments in asset-backed and mortgage-backed securities shall be limited to a combined maximum of 5% of the Short Term Liquidity Fund's market value, and each asset-backed and mortgage-backed security must have a maximum "final" maturity of 397 days and minimum credit rating of A-1 or equivalent."

(C) Additional Investment Funds may be established by the Board. The action creating any additional Investment Fund shall specify the applicable Permitted Investments and redemption requirements. The Trustees shall not modify the list of Permitted Investments or the period of advance notice required for the redemption of Shares for any Investment Fund without (1) providing 30 day's written notice to each Participant holding Shares in such Investment Fund and (2) permitting each Participant to redeem its Shares in such Investment Fund

**SECTION 4.03. ACQUISITION AND DISPOSITION OF ASSETS**.

(A) The Trustees shall have full and complete power to establish and maintain Investment Funds for Participants. For such consideration as they may deem proper and as may be required by law, the Trustees shall be authorized to purchase, subscribe for, invest in, sell, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments and to contract for and enter into agreements with respect to the purchase and sale of Permitted Investments.



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(B) The Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, with or without advertisement, for cash or on terms, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale or other instrument in connection with the foregoing, including giving consents and making contracts relating to Trust Property or its investment, use or disposition.

**SECTION 4.04. DELEGATION**. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management and administration of the Trust and their duties and obligations as Trustees) to delegate from time to time to one or more Trustees (who may be designated as a Committee of the Trustees) or to officers, employees or agents of the Trust (including the Investment Advisor, the Administrator, the Custodian and the Trust Counsel) such authorities, the performance of such acts and things, the execution of such instruments either in the name of the Trust or as their attorney or attorneys, and such other responsibilities as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust. The provisions of this Section 4.04 shall be deemed to permit the delegation of administrative, ministerial and operational matters, but shall not be deemed to permit the delegation of the authority to determine policies and procedures of the Trust.

**SECTION 4.05. COLLECTION**. The Trustees shall have full and complete power: (A) to collect, sue for, receive and receipt for all sums of money or other property due to the Trust; (B) to consent to extensions of time for payment or the renewal of any securities, investments or obligations; (C) to engage or intervene in, prosecute, defend, compromise, abandon, or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property; (D) to foreclose any collateral, security or instrument securing any investment, note, bill, bond, obligation or contract by virtue for which any sums of money are owed to the Trust; (E) to exercise any power of sale held by them and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (F) to be parties to any reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other person any securities, investments, or obligations of any person which form a part of the Trust Property, for the purpose of such reorganization or otherwise; (G) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (H) to extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements, and other instruments; and (I) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.



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**SECTION 4.06. PAYMENT OF EXPENSES**. The Trustees shall have full and complete power (A) to incur and pay Operating Expenses, Development Expenses and Education Expenses and (B) to reimburse others for the payment thereof. The Trustees shall fix the compensation, if any, of all officers and employees of the Trust. The Trustees shall not be paid compensation for their general services as Trustees hereunder but may be reimbursed for their authorized travel and other out-of-pocket expenses reasonably incurred on behalf of the Trust. Except as set forth in Section 7.08 hereof relative to any expenses associated with defective redemption requests, Operating Expenses, Development Expenses and Education Expenses shall be paid from earnings of the Trust.

**SECTION 4.07. BORROWING AND INDEBTEDNESS**. The Trustees shall not have the power to borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

**SECTION 4.08. DEPOSITS**. The Trustees shall have full and complete power to deposit, in accordance with the law, any monies or funds included in the Trust Property and intended to be used for the payment of expenses of the Trust, with one or more entities in the State which are eligible under the laws of the State to be a depository for public funds, whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure thereof. With respect to such deposit, each such entity shall comply with all applicable requirements of law.

**SECTION 4.09. VALUATION**. The Trustees shall have full and complete power to determine conclusively, in good faith, the value of any Trust Property and to revalue the Trust Property as more specifically set forth in Article IX herein.

**SECTION 4.10. FISCAL YEAR AND CHART OF ACCOUNTS**. The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept, and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees, the fiscal year of the Trust shall commence on October 1 of each year and terminate on September 30 of the following calendar year.

**SECTION 4.11. CONCERNING THE TRUST AND AFFILIATES**. The Trust shall not enter into separate transactions with or make investments in any Affiliate of the Trust or of any Trustee, Investment Advisor (except as otherwise permitted by written agreement), Administrator, officer, employee or agent of the Trust; provided that



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the Trust may purchase and sell Permitted Investments from and to the Custodian or and Affiliate of the Custodian.

**SECTION 4.12. INVESTMENT POLICY**. The Trustees shall use their best efforts to obtain, through the Investment Advisor or other qualified persons, a continuing and suitable general investment policy for each Investment Fund, consistent with the investment objectives of the Trust set forth herein. The Trustees shall be responsible for reviewing and approving or rejecting all investment policies presented by the Investment Advisor or such other persons.

**SECTION 4.13. AGENTS AND EMPLOYEES**. The Trustees shall have full and complete power to appoint, employ, retain or contract with any person of suitable qualification (including any corporation, partnership, trust or other entity) as the Trustees may deem necessary or desirable for the transaction of the affairs of the Trust, including any person or persons who, under the supervision of the Trustees, may among other things: (A) serve as the Investment Advisor and consultant in connection with policy decisions made by the Trustees; (B) serve as the Administrator; (C) serve as Trust Counsel; (D) furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments; (E) act as consultants, accountants, technical advisors, brokers, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers or insurance agents, registrars for Shares, or in any other capacity deemed by the Trustees to be necessary or desirable; (F) act as attorney-in-fact or agent in the purchase, sale or other disposition of investments and in the handling, prosecution or other enforcement of any lien or security securing investments; and (G) assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with the Trustees.

**SECTION 4.14. INSURANCE**. The Trustees shall have full and complete power to purchase and pay for insurance policies or bonds insuring the Trust and the Trustees, officers and direct employees of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by the Trust or any such person as Trustee, officer or employee, including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such person against such liability.

**SECTION 4.15. ANNUAL REPORTS**. The Trustees, through the Administrator, shall cause to be prepared annual financial reports of the details of the operations of the Trust. Such Annual Report shall include: (A) a report of financial conditions containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Trust prepared in conformity with generally accepted accounting principles; (B) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards; and (C) sufficient



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information to establish compliance with the investment policy established pursuant to this Agreement. A signed copy of such report and opinion shall be filed with the Trustees within 60 days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants. In addition, the Trustees shall furnish to the Participants a quarterly report containing an unaudited statement of assets and liabilities for such accounting period and statements of operations and of changes in net assets of the Trust for the period from the beginning of the then current Fiscal Year to the end of such current accounting period.

**SECTION 4.16. PURSUIT OF REMEDIES**. Notwithstanding any provision in this Agreement, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of the Trust. The Trustees shall have full and complete power to enter into any investment, settlement, compromise, commitment or obligation on behalf of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired as a result thereof.

**SECTION 4.17. INFORMATION STATEMENT**. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement regarding the Trust and to amend or supplement the same from time to time.

**SECTION 4.18. TAXES**. The Trustees shall have full and complete power: (A) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property, or upon or against the Trust Property or income or any part thereof; (B) to settle and compromise disputed tax liabilities; and (C) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

**SECTION 4.19. RIGHTS AS HOLDERS OF TRUST PROPERTY**. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges pertaining to the ownership of all or any Permitted Investments or other Trust Property to the same extent that any individual might and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, whose proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

**SECTION 4.20. EDUCATION AND TECHNICAL ASSISTANCE**. Pursuant to Section 9.04 hereof, the Trustees shall retain the following amounts to be used for education and technical assistance: (A) prior to March 1, 1998, 0.6666 basis points per month on the total Trust Property in the Government Fund; (B) between March

1, 1998 and October 31, 1998, both dates inclusive, 0.5833 basis points per month on the total Trust Property in the Government Fund; and (C) beginning November 1, 1998, 0.5000 basis points per month on the total Trust Property in the Government Fund, Notwithstanding anything to the contrary herein, the Trustees shall be authorized to modify the amounts to be retained to be used for education and technical assistance for the Government Fund and may establish amounts to be retained to be used for education and technical assistance for the Short Term Liquidity Fund and any other Investment Funds established pursuant to this Agreement. The Trustees may contract only with the County Association and the Clerk's Association for utilization of these funds, which shall be restricted to programs related to local government education and training.

**SECTION 4.21. FURTHER POWERS**. To the extent permitted by law, the Trustees shall have full and complete power to take all actions, do all matters and things, and execute all instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust, although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any further consent of the Participants, unless otherwise provided herein, or any court order to deal with the Trust Property.

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## ARTICLE V

## INVESTMENT ADVISOR, ADMINISTRATOR AND TRUST COUNSEL

**SECTION 5.01. APPOINTMENT**. The Trustees are responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, distributors or independent contractors of the Trust, consistent with the investment policy established in this Agreement. However, the Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their responsibility as stated herein, the Trustees may appoint, employ or contract on behalf of the Trust with an Investment Advisor, an Administrator and a Trust Counsel and may grant or delegate such authority to the Investment Advisor, the Administrator, the Trust Counsel or to any other person as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust.

**SECTION 5.02. DUTIES OF THE INVESTMENT ADVISOR**. The duties of the Investment Advisor shall be those set forth in the Investment Advisory Agreement to be entered into between the Trustees, on behalf of the Trust, and the Investment Advisor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. The Trustees may authorize the Investment Advisor to effect purchases, sales or exchange of Trust Property or may authorize any officer, employee, agent or Trustee to effect such purchases, sales or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Trustees subject to the Trustee's right of disapproval. Purchases, sales and exchanges of Trust Property shall be deemed to be authorized by all the Trustees in accordance with the provisions of this Agreement unless the Investment Advisor is notified in writing by the Trustees to the contrary. The Investment Advisory Agreement may authorize the Investment Advisor to employ other persons to assist it in the performance of its duties. The Investment Advisor shall be prohibited from accepting direct or indirect monetary or in-kind compensation from any person other than the Trust in connection with the services provided under the Investment Advisory Agreement, unless such compensation is immediately paid or transferred to the Trust.

**SECTION 5.03. DUTIES OF THE ADMINISTRATOR**. The duties of the Administrator shall be those set forth in a agreement between the Administrator and the Trustees, on behalf of the Trust and shall include supervision of all investment activity, provision of accounting services, and performance of such other duties and responsibilities as may be from time to time declared by the Trustees.

**SECTION 5.04. DUTIES OF THE TRUST COUNSEL**. The duties of the Trust Counsel shall be: (A) to construe the terms and provisions of this Agreement and advise the Board with respect to its powers and duties thereunder; (B) review and approve the ordinances and joinder agreements of Public Entities desiring to become Participants; (C) attend all meetings of the Board and provide legal advise and consultation as requested; and (D) bring, prosecute, appear in, or defend, all on behalf of the Trust and in the name of the Trust any suit or administrative proceeding, for the enforcement of or arising out of or with respect to this Agreement.

**SECTION 5.05. SUCCESSORS**. If, at any time, the position of Investment Advisor, Administrator or Trust Counsel shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor. Nothing herein shall be construed to prohibit the Trust from performing the duties of the Administrator through its own direct employees.

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## ARTICLE VI

## CUSTODIAN

**SECTION 6.01. QUALIFICATIONS**. The Trustees, on behalf of the Trust, shall employ a bank or trust company organized under the laws of the United States of America as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be established by the Trustees to perform to duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian shall be a qualified "depository" as defined by Chapter 280, Florida Statutes, and shall invest all Trust Property in accordance therewith and in accordance with the objectives of this Trust.

**SECTION 6.02. SUCCESSORS**. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

**SECTION 6.03. PROHIBITED TRANSACTIONS**. With respect to transactions involving Trust Property, the Custodian shall act strictly as agent for the Trust. The Trustees shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

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## ARTICLE VII

## INTEREST OF PARTICIPANTS

**SECTION 7.01. GENERAL**. The beneficial interest of the Participants in any Investment Fund and the earnings thereon shall, for convenience of reference, be divided into Shares which shall be used as units to measure the proportionate allocation to the respective Participants. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants in any Investment Fund is unlimited. All Shares in an Investment Fund shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description and the right to conduct all affairs of the Trust are vested in the Trustees on behalf, and for the beneficial interest of, the Participants. The Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust.

**SECTION 7.02. INVESTMENTS**. Upon compliance with the procedures established by the Administrator and the Custodian, a Public Entity who has become a Participant in accordance with Section 2.03 hereof shall be entitled to invest in any Investment Fund. Participants may invest in more than one Investment Fund and may establish more than one account within a single Investment Fund. With respect to the Government Fund, the Participant shall notify the Trust of its intention to make an investment in an Investment Fund not less than one Business Day prior to the Transaction Execution Date. With respect to the Short Term Liquidity Fund, investment funds received before 11:00 am Eastern Time on a Business Day shall be invested on the same Business Day and investment funds received after 11:00 am Eastern Time may be invested on the next Business Day. With respect to any investment, Shares shall be allocated to the investing Participant by dividing the amount invested by the Share Value for the Investment Fund as of the Transaction Valuation Date. Investments may be made in fractional Shares.

**SECTION 7.03. EVIDENCE OF PARTICIPANT SHARES**. Evidence of the number of each Participant's Shares shall be reflected in the Share Register for each Investment Fund maintained by or on behalf of the Trust pursuant to Section 8.01 hereof. The Trust shall not issue certificates as evidence of Shares held.

**SECTION 7.04. REDEMPTIONS**. Payments by the Trust to Participants and the reduction of Shares resulting therefrom are, for convenience, referred to in this

Agreement as "redemptions". Any and all allocated Shares may be redeemed at the option of the Participant whose beneficial interest hereunder is measured by such Shares, upon and subject to the terms, conditions and advance notice requirements promulgated by the Trustees upon the establishment of each Investment Fund. The Trust shall, upon application of any Participant and in accordance with the redemption requirements established by the Trustees, redeem Shares from any Investment Fund. The Participant shall notify the Trust of its intention to make a redemption from an Investment Fund in accordance with the redemption requirements established by the Trustees. With respect to the Government Fund, such notice shall in no event be less than two Business Days prior to the Transaction Execution Date. With respect to the Short Term Liquidity Fund, such notice received before 11:00 am Eastern Time on a Business Day shall be fulfilled on the same Business Day and notices of redemption received after 11:00 am Eastern Time on a Business Day may be fulfilled on the next Business Day. On the Transaction Execution Date, Shares shall be redeemed at the Share Value for the Investment Fund as of the Transaction Valuation Date. The procedures for effecting redemption shall be as adopted by the Trustees. The Trustees may establish (A) penalties for early redemption of Shares; (B) procedures for resolving other contingencies which may jeopardize the earnings potential of the Trust; and (C) procedures for the prompt payment of the principal of any account at any time. Redemptions may be made in fractional Shares.

**SECTION 7.05. SUSPENSION OF REDEMPTION OR PAYMENT**. Each Participant, by its adoption of this Agreement, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period (A) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State or any general suspension of payments by banks in the State or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary weekend and holiday closing); or (B) during which any situation exists as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred or if it is not reasonably practicable for the Trust at any time to determine fairly the Share Value. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the Business Day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in the clauses (A) or (B) above shall have expires (as to which the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption or a postponement of payment for redeemed Shares, a Participant



Attachment: Appendix A - FLGIT Deed of Trust (as of 03-23-12)(current) (2090 : Florida Local Government Investment Trust ("Florida Trust"))

may either withdraw its request for redemption or receive payment based on the Share Value existing after the termination of the suspension.

**SECTION 7.06. MINIMUM INVESTMENT**. Initially, and until changed by action of the Trustees, there shall be a five thousand dollar ($5,000.00) minimum total investment for each Participant. If the Trustees create a minimum total investment in an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

**SECTION 7.07. MINIMUM REDEMPTION**. There shall be a minimum of one share which may be redeemed at any one time at the option of a Participant.

**SECTION 7.08. DEFECTIVE REDEMPTION REQUESTS**. If a Participant submits a request for the redemption of a greater number of Shares than are then allocated to such Participant, such requests shall not be honored. Each Participant, by its adoption of this Agreement, agrees that the Trustees shall have full and complete power to redeem an amount of the Shares allocated to such Participant at a redemption price determined in accordance with Section 7.04 hereof sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

Attachment: Appendix A - FLGIT Deed of Trust (as of 03-23-12)(current) (2090 : Florida Local Government Investment Trust ("Florida Trust"))

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## ARTICLE VIII

## RECORD OF SHARES

**SECTION 8.01. SHARE REGISTER**. A Share Register for each Investment Fund shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (A) the names and addresses of the Participants, (B) the number of Shares representing their respective beneficial interests hereunder, and (C) a record of all allocations and redemptions thereof. Such Share Registers shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Registers shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust as designated to keep the Share Registers.

**SECTION 8.02. REGISTRAR**. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Registers shall be kept by the Administrator. The registrar shall record the original allocations of Shares in the Share Registers and shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation except as such duties may be modified by the Trustees from time to time.

**SECTION 8.03. OWNER OF RECORD**. No person becoming entitled to any Shares as a consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise by operation of law shall be recorded as the Participant to which such Shares are allocated, unless such person is an entity qualified to participate in the Trust, in which event such person shall be substituted for the previous person upon proper application. Such person shall become entitled to the redemption value of such Shares. Such qualified person may then be designated as the Participant of record to which such Shares are allocated. Persons not qualified as Participants who become entitled to Shares and do not promptly request redemption thereof may be requested by the Trustees to present proof of entitlement and shall be required to redeem such Shares. The Trust shall not be bound by any notice of merger, reorganization, consolidation, bankruptcy, insolvency, or other such event, unless the Shares are transferred in accordance with the provisions of the Trust.

**SECTION 8.04. NO TRANSFER OF SHARES**. Except as provided for in Section 8.03 hereof, the beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption; provided that Shares may be redeemed from one Participant's account and the proceeds

deposited directly into another Participant's account upon instructions from the authorized representatives of the respective Participants.

**SECTION 8.05. LIMITATION OF FIDUCIARY RESPONSIBILITY**. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Trust, be bound to determine the existence of any trust, express, implied, or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such Shares by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein, except the Participant recorded as the Participant to which such Shares are allocated. The receipt of monies by the Participant in whose name any Share is recorded or by the duly authorized agent of such Participant shall be a sufficient discharge for all monies payable or deliverable in respect of such Shares and from all responsibility to see to the proper application thereof.

**SECTION 8.06. NOTICES**. Any and all notices to which any Participant hereunder may be entitled and any and all communications shall be deemed duly served or given if delivered, transmitted or mailed, postage prepaid, addressed to such Participant of record at its address or facsimile transmission telephone number as recorded on the Share Register. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

Attachment: Appendix A - FLGIT Deed of Trust (as of 03-23-12)(current) (2090 : Florida Local Government Investment Trust ("Florida Trust"))

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## ARTICLE IX

## VALUATION OF INVESTMENT FUNDS

### SECTION 9.01. ASSET VALUATION.

(A) As of the close of business on each Business Day, the investments of the Government Fund shall be valued by the Trustees, using such consistent method or basis of valuation and based upon such sources of information as will, in the Trustees' opinion, result in the fair and equitable valuation of the Government Fund and its assets. The investments of the Short Term Liquidity Fund shall be valued by the Trustees weekly, using such consistent method or basis of valuation and based upon such sources of information as will, in the Trustees' opinion, result in the fair and equitable valuation of the Short Term Liquidity Fund and its assets. The Trustees, insofar as practicable, shall utilize the following basic guidelines:

(1) The value of each security listed on generally recognized securities exchanges shall be the last sales price as reported by such exchanges on the date of valuation. Where a security is traded on more than one securities exchange, the Trustees may designate that one exchange will be used as the basis of valuations. If no sale has been so reported, the average of the bid and asked price for the date of valuation shall be used, unless in the Trustees' opinion, use of the last reported sale or the last reported bid as reported by such exchanges, whichever is more recent, would more truly reflect the value of such security. If neither a sale nor a bid and asked price has been reported for the date of valuation, then the most recent sales price shall be used.

(2) Non-listed securities shall be valued by taking the most recent published bid as of the date of valuation obtained with the Trustees' approval, from one or more reputable brokers, dealers, investment bankers or pricing or quotation services that regularly deal in or that determine and quote the value of the security being valued or by reference to a valuation supplied by a generally accepted pricing or quotation service. Alternatively, if the Trustees determine that the average of the reported bid and asked prices, if such are reported for the date of valuation, would more truly reflect the value of such security, then such average shall be used. Should no bid and asked prices have been reported for the date of valuation, the last reported sale value shall be used unless, in the Trustees' judgment, the most recent bid price would more truly reflect the value of such security.

(3) The value of marketable United States Government or government agency obligations shall be the most recent published bid as of the date of

Attachment: Appendix A - FLGIT Deed of Trust (as of 03-23-12)(current) (2090 : Florida Local Government Investment Trust ("Florida Trust"))

valuation obtained from one or more recognized dealers regularly dealing in such securities.

(4) The value of any other investment shall be the market value thereof as determined by the Trustees as of the date of valuation. In determining such market value, the Trustees may obtain and consider: quotations furnished by reputable sources, such as pricing or quotation services, security dealers, brokers or investment bankers; values of comparable property; appraisals; or such other information as the Trustees deem pertinent.

(5) An investment purchased, the purchase price of which has not been paid, shall be included for valuation purposes as a security held, and the cash or any cash equivalents shall be adjusted by deducting the purchase price, including brokers' commissions and other expenses. Brokers' commissions and other expenses which may be incurred on future sales shall not be considered in valuing an Investment Fund.

(6) If, in the opinion of the Trustees, the valuations obtained by the foregoing methods do not fairly indicate the actual market value of an investment, or no reliable data is available, the Trustees shall obtain and use quotations furnished by one or more reputable brokers or investment bankers or, as a basis for such valuation, such other pertinent information, or such other method of valuation, as may, in their judgment, be necessary to determine the value as of the date of valuation. For the purposes of this Section 9.01(B)(6), information reported (a) in newspapers of general circulation, or in New York City, (b) in standard financial publications or periodicals, (c) in the records of any recognized security exchange, (d) statistical or valuation services, or (e) any one or more of such sources may be selected by the Trustees, noted in the records of the Trust, and shall be accepted as evidence thereof.

(B) Valuation of the investments in any Investment Fund may be delegated by the Trustees to the Investment Advisor, the Administrator, the Custodian or such other person as the Trustees may designate by resolution or agreement.

**SECTION 9.02. COMPUTATION OF NET ASSET VALUE.**

(A) To the aggregate value of investments determined in the manner required by Section 9.01, there shall be added (1) any cash or cash equivalents, adjusted as required by Section 9.01(A)(5) and (2) any other amounts properly allocable to the Investment Fund. From the total so obtained there shall be deducted all charges, reserves and liabilities due, accrued or anticipated, as described in Section 9.04, which are properly chargeable to the Investment Fund. The net amount remaining shall be deemed to be the Net Asset Value of the Investment Fund as of the date of valuation.

(B) Computation of the Net Asset Value of any Investment Fund may be delegated by the Trustees to the Investment Advisor, the Administrator, the Custodian or such other person as the Trustees may designate by resolution or agreement.

**SECTION 9.03. COMPUTATION OF SHARE VALUE**.

(A) At the inception of any Investment Fund, the Share Value shall be deemed to be ten dollars ($10.00), unless the Trustees shall, in the records of the Trust, specify a different value therefor. The Share Value on any date of valuation shall be computed by dividing the Net Asset Value of the Investment Fund by the number of Shares into which the Investment Fund is then divided; provided however, that fractions of a cent per Share may be omitted.

(B) Computation of the Share Value of any Investment Fund may be delegated by the Trustees to the Investment Advisor, the Administrator, the Custodian or such other person as the Trustees may designate by resolution or agreement.

**SECTION 9.04. EXPENSES, RETAINED EARNINGS AND RESERVES**. The Trustees shall retain first from earnings and profits of the each Investment Fund and, to the extent those funds are not sufficient, from the assets of each Investment Fund, such amount as they may deem necessary (A) to pay any debts of the Trust properly allocable to such Investment Fund and (B) to pay that portion of the Operating Expenses of the Trust properly allocable to such Investment Fund. In addition, the Trustees shall retain for the payment of Development Expenses and Education Expenses the amounts described in Section 4.20 herein. The Trustees shall also have the power to establish from earnings and profits such reasonable reserves as they believe may be required to protect the Trust and the Participants against contingent liabilities.

Attachment: Appendix A - FLGIT Deed of Trust (as of 03-23-12)(current) (2090 : Florida Local Government Investment Trust ("Florida Trust"))

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## ARTICLE X

## AMENDMENT OR TERMINATION OF TRUST; DURATION OF TRUST

**SECTION 10.01. AMENDMENTS**. The provisions of this Agreement may be amended or altered at any meeting of the Board of Trustees or pursuant to any vote of the Board called for that purpose. No such amendment shall become effective prior to (1) providing 30 day's written notice to each Participant holding Shares in any Investment Fund and (2) permitting each Participant to redeem its Shares in such Investment Fund.

**SECTION 10.02. TERMINATION**.

(A) The Trust or any Investment Fund may be terminated at any meeting of the Board of Trustees. The Trust shall also be terminated if either the County Association or the Clerks Association (1) notifies the Trust in writing that it will no longer appoint Trustees or (2) fails to appoint a replacement Trustee within 90 days after notification of any vacancy.

(B) The termination of the Trust or any Investment Fund shall not (1) change any rights with respect to any allocated Shares of a terminated Investment Fund by reducing the amount payable thereon upon liquidation, except with the vote or written consent of 100 percent of the Participants in such Investment Fund; (2) change the limitations on personal liability of the Participants and the Trustees; and (3) change the prohibition of assessments against Participants.

(C) Upon the termination of the Trust: (1) the Trust shall carry on no business, except for the purpose of winding up its affairs; (2) the Trustees shall proceed to wind up the affairs of the Trust, and pursuant thereto all of the powers of the Trustees under this Agreement shall continue until the affairs of the Trust shall have been concluded, including but not limited to the power to fulfill or discharge the contracts of the Trust, to collect Trust assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, to discharge or pay Trust liabilities, and to do all other acts appropriate to liquidate Trust affairs; and (3) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreement as they deem necessary for the Trust's protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(D) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be canceled and discharged.

**SECTION 10.03. DURATION**. The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article X.

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## ARTICLE XI

## MISCELLANEOUS

**SECTION 11.01. GOVERNING LAW**. This Agreement is executed by the Initial Participants and delivered in the State and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State.

**SECTION 11.02. COUNTERPARTS**. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

**SECTION 11.03. RELIANCE BY THIRD PARTIES**. Any certificate by an individual who, according to the records of the Trust, or of any official or public body or office in which this Agreement may be recorded, appears to be a Trustee hereunder or the Chairman of the Trust, certifying to: (A) the number or identity of Trustees or Participants; (B) the due authorization of the execution of any instrument or writing; (C) the form of any vote passed at a meeting of the Trustees; (D) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Agreement; (E) the form of any by-laws adopted by or the identity of any officers elected by the Trustees; or (F) existence of any fact or facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trustees or any of them or the Trust and the successors of such person.

**SECTION 11.04. PROVISIONS IN CONFLICT WITH LAW**. The provisions of this Agreement are severable. If the Trustees shall determine, with the advise of its counsel, that any one or more of such provisions (the "conflicting provisions") are in conflict with applicable federal or State laws, the conflicting provisions shall be deemed never to have constituted a part of this Agreement; provided that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including but not limited to the election of Trustees) prior to such determination.

**Exhibit "A"**

**JOINDER TO**
**AGREEMENT AND DECLARATION OF TRUST**

**THIS JOINDER TO AGREEMENT AND DECLARATION OF TRUST** is made and entered into as of _____, 2018, by and between City of Holly Hill, Florida (the "City") and the Florida Local Government Investment Trust ("Florida Trust").

**WHEREAS,** it furthers the public interest for the City to invest any monies not immediately required to be disbursed and to maximize the net earnings on such funds; and

**WHEREAS,** the Florida Trust has been established for the purpose of establishing one or more investment funds (each referred to herein as an "Investment Fund") for pooling the surplus funds of participating public entities for joint investment in order to seek a higher rate of return without compromising the safety of such funds; and

**WHEREAS,** the City desires to have the Investment Funds available should they be determined, at any time, to be an advantageous investment for the City's surplus funds; and

**WHEREAS,** the Investment Funds are only available to public entities that have become parties to the Agreement and Declaration of Trust creating the Florida Local Government Investment Trust, dated as of December 1, 1991 (the "Trust Agreement"), as amended; and

**WHEREAS,** the City Commission has previously approved the City's participation in the Florida Trust.

Attachment: Exhibit A - Joinder Agreement (2090 : Florida Local Government Investment Trust ("Florida Trust"))

**NOW THEREFORE,** for and in consideration of the mutual covenants and agreements herein contained, the City and the Florida Trust hereby agree as follows:

**SECTION 1. JOINDER IN TRUST AGREEMENT.** Upon execution and delivery of this Joinder Agreement and adoption of the requisite Resolution, the City shall become a full party to the Trust Agreement, the form of which is attached hereto as Appendix A and incorporated herein by reference, pursuant to Section 2.03 thereof.

**SECTION 2. COUNTERPARTS.** This Joinder Agreement may be simultaneously executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The signatures of parties appearing on one or more counterparts shall bind them as fully as though all such parties had signed the same counterpart.

**IN WITNESS WHEREOF,** the Florida Local Government Investment Trust and the City Commission of the City of Holly Hill, Florida, have caused this Joinder Agreement to be executed and attested by its duly authorized officers, all as of the date first above written.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Attachment: Exhibit A - Joinder Agreement (2090 : Florida Local Government Investment Trust ("Florida Trust"))

**FLORIDA LOCAL GOVERNMENT INVESTMENT TRUST**

By: _____
Chairman of the Board of Trustees

ATTEST:

_____
Secretary of the Board of Trustees

**CITY OF HOLLY HILL, FLORIDA**

By: _____
JOHN PENNY
Mayor

ATTEST:

_____
VALERIE MANNING
City Clerk

**[**(SEAL)**]**

Attachment: Exhibit A - Joinder Agreement (2090 : Florida Local Government Investment Trust ("Florida Trust"))

# APPENDIX A

# FORM OF
# AGREEMENT AND DECLARATION OF TRUST

Attachment: Exhibit A - Joinder Agreement (2090 : Florida Local Government Investment Trust ("Florida Trust"))

TAMPA
Suite 1060, 2502 Rocky Point Drive
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

FORT LAUDERDALE
208 S.E. 6th Street
Fort Lauderdale, Florida 33301
(954) 525-8000 Tel
(954) 525-8331 Fax

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

TALLAHASSEE
Suite 200, 1500 Mahan Drive
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

**June 22, 2018**

VIA ELECTRONIC MAIL

John McKinney
Finance Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
jmckinney@hollyhillfl.org

Re: Florida Local Government Investment Trust

Dear Mr. McKinney:

By way of introduction, our Firm is General Counsel to the Florida Local Government Investment Trust ("Florida Trust"). It is my understanding the City of Holly Hill, Florida ("City") may be interested in becoming a member of the Florida Trust. I have enclosed the following documents for the City's review and consideration: (1) an authorizing resolution that authorizes the City to join the Florida Trust (the "Resolution"); (2) the Joinder Agreement; and (3) the Form of Agreement and Declaration of Trust (the "Trust Agreement"). The Joinder Agreement is Exhibit "A" to the Resolution and the Trust Agreement is Appendix "A" to the Joinder Agreement.

Section 2.03(B) of the Trust Agreement requires the Clerk of Circuit Court, County Comptroller, City Clerk, or other comparable officer to approve the City's participation in the Florida Trust. Please confirm that the necessary approval has been obtained.

Please execute and return **two** originals of the Joinder Agreement for execution by the appropriate officers of the Florida Trust. A fully executed original will be returned for your files.

If you have any questions, please feel free to contact me at the Tallahassee office.

Very truly yours,

/s/ Lynn M. Hoshihara, Esq.

cc: April Daniel (via email)
Bryant Gries, Trust Manager (via email)

Attachment: Letter to John McKinney (2090 : Florida Local Government Investment Trust ("Florida Trust"))

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **July 10, 2018**
**FROM:** **John McKinney**
**SUBJECT:** **Resolution 2018-R-46 A Resolution of the City of Holly Hill, Florida, Approving the Entrance into an Interlocal Agreement with Other Governmental Participants for the Purpose of Exercising Investment Power Jointly to Invest Funds in Concert with Other Participants; Providing an Effective Date.**
**NUMBER:** **(ID # 2091)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

The attached resolution authorizes the City to enter into an agreement with the Florida Cooperative Liquid Assets Securities System (FLCLASS) Investment Trust. FLCLASS Investment Trust is an investment pool utilized by many Florida government entities to invest surplus funds not immediately needed for operating or capital expenditures. This agreement diversifies the City's available investment opportunities therefore reducing the concentration of investments and risk.

## FISCAL ANALYSIS:

The FLCLASS Investment Trust investment pool is consistent with the City's adopted investment policy objectives.

## STAFF RECOMMENDATION:

Staff recommends approval of this agenda item.

## COMMISSION GOAL:

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

## MOTION:

**APPROVE RESOLUTION 2018-R-46, APPROVING THE ENTRANCE INTO AN**

**INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS.**

**ATTACHMENTS:**

- FLCLASS Registration Packet by Instrument of Adoption April 16 Updates (PDF)
- FLCLASS Interlocal Agreement -September 2016 (PDF)
- FLCLASS Investment Policy - FLCLASS 5-12-15 Final (PDF)
- FLCLASS Information_Statement_smaller (PDF)

# Resolution No. (ID # 2091)

## RESOLUTION 2018-R-46 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING AN EFFECTIVE DATE.

**RESOLUTION 2018-R-46**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Holly Hill is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the **"Florida Interlocal Cooperation Act"**); and

**WHEREAS,** Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately; and

**WHEREAS,** the Florida Interlocal Cooperation Act authorizes the City of Holly Hill, together with other local governmental entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

**WHEREAS,** Palm Beach County, Pinellas County, and Orange County

Tax Collector, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the **"Interlocal Agreement"**), the purpose of which is to provide the City of Holly Hill and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System (**"FLCLASS"**), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS,** the City of Holly Hill desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS,** the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL AS FOLLOWS:**

**SECTION 1.** The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

**SECTION 2.** Pursuant to Section 2.4 of the Interlocal Agreement, the City of Holly Hill hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The City of Holly Hill further agrees to file an executed copy of this Resolution with the Clerk of Court of Volusia County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon its filing with the Clerk of Court of Volusia County, Florida.

**APPROVED AND AUTHENTICATED on this 10th day of JULY, 2018.**

FLCLASS®

# Welcome to FLCLASS

We believe you have made a sound financial decision in choosing Florida Cooperative Liquid Assets Securities System (FLCLASS). We look forward to being your trusted provider and are excited to connect with you to make your investment process a positive, easy experience.

FLCLASS is a short-term, highly liquid investment program, designed specifically for public-sector funds. It provides the opportunity to invest funds on a cooperative basis in short-term investments which are carefully selected to provide maximum safety and liquidity while generating a competitive yield.

This packet contains all of the materials necessary to set up your FLCLASS account(s). If you have any questions about the registration process or about your FLCLASS account(s) please do not hesitate to contact us. The FLCLASS Client Service team can be reached by phone toll-free at 844-220-7600 or by email at clientservices@flclass.com. The FLCLASS Team can be reached any business day, 8:30am to 5pm Eastern Time.

Thank you for choosing FLCLASS!

Sincerely,

The FLCLASS Board of Trustees

Attachment: FLCLASS Registration Packet by Instrument of Adoption April 16 Updates (2091 : Florida Cooperative Liquid Assets Securities

201 E. Pine Street, Suite 750
Orlando, FL 32801

T 844-220-7600
F 844-220-7900

clientservices@flclass.com
www.flclass.com

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# Registration Procedures

**To participate in FLCLASS, please complete the following:**

1. Review the Interlocal Agreement (you may access a copy from the Document page on www.flclass.com)
2. Complete and sign the Instrument of Adoption

*Under Florida Statues, Section 218.415, Florida governments have the power to invest in any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01 of the Florida Statutes. The Instrument of Adoption must be signed by the finance director, treasurer, chief financial officer, or other local official who is properly authorized to invest public funds of your entity.*

3. Complete the Entity Registration
4. Complete the Authorized Contacts Form
5. Complete the Account to be Established form; you may open as many accounts as you wish

Keep the original forms for your records and send the completed packet to the FLCLASS Client Service Team by fax 844-220-7900 or by email clientservices@flclass.com.

**If you have any questions, please contact us; we would love to hear from you:**

FLCLASS Client Service Team
Phone 844-220-7600
clientservices@flclass.com

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# INSTRUMENT OF ADOPTION

of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this "Instrument") is executed as of the 10 day of July, 2018, by and on behalf of City of Holly Hill.

Reference is made to that certain Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of April 1, 2015, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the "Interlocal Agreement"). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a Unit of Local Government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the Unit of Local Government, authorized to execute this Instrument; (c) the undersigned has tendered to FLCLASS the minimum investment required under the Interlocal Agreement; and (d) the undersigned (i) has taken all required official action to adopt and authorize the execution of the Interlocal Agreement including, without limitation, adopting a written investment policy consistent with the Interlocal Agreement and the Investment Policy adopted thereby or amending or modifying any existing written investment policy not consistent with the Interlocal Agreement or the Investment Policy, and (ii) has furnished to the Board evidence satisfactory to the Board that such official action has been taken.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation that it will maintain a written investment policy consistent with the provisions of the Interlocal Agreement and Investment Policy adopted thereby, as each of the same may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

Name of Public Agency City of Holly Hill

Date July 10, 2018

Authorized Signatory _____

Print Name Joseph Forte

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Orlando, FL 32801

T 844-220-7600
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# Trust Registration

**Entity Information**

Local Government Name (Participant) City of Holly Hill

Mailing Address 1065 Ridgewood Ave

City Holly Hill Zip 32117

Phone 386-248-9426 Fax 386-248-9458

County Volusia Tax ID 59-3000337 Fiscal Year (Month/Day) September 30

Entity Type: ☑ City/Town ☐ Special District ☐ County ☐ Other (Specify)_____

FLCLASS is hereby authorized to honor any telephone, faxed or electronic request, believed to be authentic, for withdrawal of funds. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying FLCLASS of any changes to its account.

**Banking Information**

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

**Banking Information**

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

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# Authorized Contacts

## Key Contact

☑ Mr. ☐ Ms. Jonathan McKinney
Print First and Last Name

Finance Director
Title

Signature (*required if Authorized Signer)

386-248-9426
Phone

jmckinney@hollyhillfl.org
Email

386-248-9458
Fax

**Permissions (must check one)**
☑ Authorized Signer to Move Funds*
☐ Read Only Access

**Email Notifications**
☑ Monthly Statements
☑ Transaction Confirmations

**Online Account**
☑ Online User Access

## Additional Contacts

☑ Mr. ☑ Ms. Joseph Forte
Print First and Last Name

City Manager
Title

Signature (*required if Authorized Signer)

386-248-9425
Phone

jforte@hollyhillfl.org
Email

Fax

**Permissions (must check one)**
☑ Authorized Signer to Move Funds*
☑ Read Only Access

**Email Notifications**
☐ Monthly Statements
☐ Transaction Confirmations

**Online Account**
☑ Online User Access

☐ Mr. ☑ Ms. Catherine Colwell
Print First and Last Name

Accounting Manager
Title

Signature (*required if Authorized Signer)

386-248-9430
Phone

ccollwell
Email

386-248-9458
Fax

**Permissions (must check one)**
☑ Authorized Signer to Move Funds*
☑ Read Only Access

**Email Notifications**
☑ Monthly Statements
☑ Transaction Confirmations

**Online Account**
☑ Online User Access

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# Accounts to be Established

Name of Public Entity: City of Holly Hill

| Desired FLCLASS Subaccount Name*: (To be completed by Participant) | FLCLASS Account Number (To be assigned by FLCLASS) |
|---|---|
| Holly Hill General Fund | FL-01- |
| Holly Hill Water & Sewer | FL-01- |
| Holly Hill Stormwater | FL-01- |
| Holly Hill Solid Waste | FL-01- |
| Holly Hill CRA | FL-01- |
| Holly Hill General Fund Reserve | FL-01- |
| Holly Hill Water & Sewer Stabilziation | FL-01- |
| | FL-01- |
| | FL-01- |
| | FL-01- |

*Name must be limited to 30 characters.

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An Investment Solution for Public Funds

# Interlocal Agreement

FLCLASS™

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Michael L. Watkins, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801

# INTERLOCAL AGREEMENT

of the Intergovernmental Investment Pool known as
Florida Cooperative Liquid Assets Securities System ("**FLCLASS**")

Dated as of April 1, 2015

by and among

the parties that have
entered into this Interlocal Agreement

THE INTERGOVERNMENTAL INVESTMENT POOL ESTABLISHED, CREATED AND AUTHORIZED BY THIS INTERLOCAL AGREEMENT IS AN AUTHORIZED INVESTMENT UNDER SECTION 218.415, FLORIDA STATUTES, AS AN INTERGOVERNMENTAL INVESTMENT POOL AUTHORIZED PURSUANT TO THE FLORIDA INTERLOCAL COOPERATION ACT OF 1969.

THIS INTERLOCAL AGREEMENT DOES NOT MEET THE DEFINITION OF A QUALIFIED PUBLIC DEPOSITORY AS DESCRIBED IN CHAPTER 280, FLORIDA STATUTES.

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

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Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

This **INTERLOCAL AGREEMENT** dated as of April 1, 2015 (this "**Interlocal Agreement**") constitutes an interlocal cooperation agreement by and among the Florida public agencies (as described in Section 163.01, Florida Statutes, as amended) that have executed this Interlocal Agreement or that have or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof (the "**Participants**").

**RECITALS:**

**WHEREAS,** each Participant is permitted and has the power pursuant to the provisions of the Florida Statutes, as amended, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "**Florida Interlocal Cooperation Act**"); and

**WHEREAS,** the Florida Interlocal Cooperation Act authorizes the Participants to exercise jointly any power, privilege or authority which the Participants share in common and which each might exercise separately pursuant to a written interlocal agreement; and

**WHEREAS,** the purpose of this Interlocal Agreement is, and each Participant will receive a substantial benefit by agreeing, to establish the Intergovernmental Investment Pool to be known as the Florida Cooperative Liquid Assets Securities System ("**FLCLASS**"), which shall be an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to an interlocal agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS,** the Participants desire to enter into an interlocal agreement and this Interlocal Agreement shall set forth the terms for such FLCLASS as set forth in the Florida Interlocal Cooperation Act; and

**WHEREAS,** the joint exercise of such power to invest will be benefited and made more efficient if all investments acquired pursuant to this Interlocal Agreement are held by one entity, the Custodian (as defined below), which will hold such investments for the benefit of the Participants; and

**WHEREAS,** the joint exercise of such power to invest will be benefited and made more efficient if the advisory, record-keeping and other administrative functions, including the management and transmittal of investment instructions, are performed by one entity, the Administrator (defined below); and

**WHEREAS,** the policy of this Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

**WHEREAS,** it is in the best interests of the Participants for each Participant to appoint an Authorized Representative to conduct certain transactions hereunder; and

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**WHEREAS,** a Board shall be created by this Interlocal Agreement in accordance with the laws of the State of Florida as a separate interlocal governmental entity, and shall supervise the administration of FLCLASS as set forth in this Interlocal Agreement; and

**WHEREAS,** the Board created hereunder shall be self-perpetuating;

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each party hereto agrees as follows:

## ARTICLE I
## DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Interlocal Agreement, the following terms shall have the following meanings.

**"Account"** or **"Accounts"** shall have the meaning set forth in Section 6.5(a) hereof.

**"Administrator"** means Public Trust Advisors, LLC, or any Person or Persons appointed, employed or contracted with by the Board pursuant to Article V hereof.

**"Administrator Agreement"** means the agreement by and between the Administrator and the Board, acting on behalf of the Participants described in Section 5.1(b) hereof.

**"Affiliate"** means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

**"Applicable Law"** means Chapter 163, Chapter 125, Chapter 166, Chapter 218, Chapter 627 and Chapter 1001 of the Florida Statutes, as amended; Section 4, Article IX of the Constitution of Florida; and other applicable provisions of Florida law.

**"Authorized Representative"** means the person authorized to invest the funds of a Participant pursuant to Florida law who has been appointed in accordance with Section 2.1 hereof.

**"Balance"** for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant, cash payments to such Participant, investment results and expenses and fees incurred pursuant to this Interlocal Agreement.

**"Board"** means the board of the Trustees, created by this Interlocal Agreement as a separate interlocal governmental entity, and established pursuant to Article III hereof.

**"Business Day"** means a day on which banks are not required or authorized by law to close in Florida.

**"Bylaws"** means those bylaws as described in Section 4.7 hereof.

**"Conflicting Provisions"** shall have the meaning set forth in Section 11.2 hereof.



Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**"Custodian"** means any Person or Persons appointed and employed by the Board pursuant to Section 6.1 hereof.

**"Custodian Subaccount"** shall mean a sub-account created by a Participant pursuant to Section 5.9 hereof.

**"Custody Agreement"** means the agreement by and between the Board and a custodial bank or Trust Company as described in Article VI hereof.

**"Effective Date"** means the first date that execution copies of this Interlocal Agreement have been executed by the initial two Participants, and this Interlocal Agreement has been filed with the clerk of the circuit court of each county where each initial Participant is located as provided in the Florida Interlocal Cooperation Act.

**"FLCLASS"** or the **"Trust"** means the Florida Cooperative Liquid Assets Securities System, which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, managed by the Board, and which consists of all Investment Property held by the Custodian in trust for the benefit of the Participants.

**"Initial Trustees"** shall have the meaning set forth in Section 3.1(a) hereof.

**"Interlocal Agreement"** means this Interlocal Agreement dated as of April 1, 2015 constituting an interlocal agreement by and among the initial Participants.

**"Investment Advisor"** means the entity serving as investment advisor to FLCLASS, which may be the Administrator or an affiliate thereof.

**"Investment Funds"** means immediately available funds delivered by each Participant to the Custodian for investment pursuant to this Interlocal Agreement but only if: (i) the Authorized Representative appointed by such Participant is authorized pursuant to the laws of the State of Florida to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of Florida or other applicable local law to authorize the delivery and investment of such funds.

**"Investment Policy"** means the investment policy established by the Board with respect to the Investment Property in accordance with this Interlocal Agreement.

**"Investment Procedures"** means the procedures for participants to make investments set forth in Exhibit A attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

**"Investment Property"** means any and all securities and cash which is held in one of the Accounts and all proceeds, income, profits and gains therefrom that have not been paid to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities so purchased may be



Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

**"Investment Property Liability"** means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Interlocal Agreement that is not specified in Section 7.1 hereof as being paid by the Administrator or specified in this Interlocal Agreement as being paid directly by a Participant.

**"Investment Property Value"** means the value of the Investment Property as determined pursuant to the Valuation Procedures net of the amount of the Investment Property Liabilities.

**"Meeting of the Board"** means a duly called meeting of the Board.

**"Participants"** means a Unit of Local Government that has or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof.

**"Participation Certificate"** means a resolution of the governing body of a Participant or an instrument of adoption for individual Participants authorizing the entry into this Interlocal Agreement pursuant to Section 2.4 hereof substantially in the form of the documents attached hereto as Exhibit D, or any similar certification regarding authorization to join this Interlocal Agreement, with such modifications as may be applicable to the particular Unit of Local Government.

**"Payment Procedures"** means the procedures for participants to request payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

**"Permitted Investments"** means those investments defined as such in the Investment Policy established by the Board.

**"Person"** means any county, municipal corporation, national association, district, corporation, limited liability company, limited liability partnership, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, board, commission, instrumentality or agency of any governmental entity.

**"PRIME Fund"** means the designation given by Participants delivering Investment Funds for investment to indicate that such Investment Funds are to be invested in accordance with the Investment Policy.

**"Trust Counsel"** shall mean the attorney or firm of attorneys, experienced in matter of local government law and duly admitted to practice law in the State of Florida, as may be engaged or employed by the Board.

**"Trustee"** means each of the persons selected pursuant to Article III and Article IV hereof to serve on the Board.

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**"Unit of Local Government"** means any governmental entity within the State of Florida and shall include, but not be limited to, the following and the officers thereof: any state agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi-public authorities or any other political subdivision of the state.

**"Valuation Procedures"** means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

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Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

## ARTICLE II
## PARTICIPANTS

**2.1 Authorized Representatives.**

Each Participant shall select an Authorized Representative to represent its interests and act on its behalf under this Interlocal Agreement.

**2.2 Investments.**

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance in FLCLASS. A Participant that wishes to make such an investment shall notify the Administrator and follow the Investment Procedures. All Investment Funds will be deemed to be designated PRIME Fund. Investment Funds so designated shall be invested pursuant to the Investment Policy established by the Board. Upon such investment in accordance with the Investment Procedures, the Participant shall have an undivided interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by such Participant by an amount equal to the amount of such Investment Funds.

(c) No later than the end of each Business Day, the Custodian shall deliver a confirmation with respect to the transaction activity for the Accounts for the prior Business Day to the Administrator. The Administrator shall retain the confirmation in its records.

(d) Any funds that the Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested in FLCLASS pursuant to this Interlocal Agreement nor is there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at any one time with FLCLASS.

**2.3 Payments.**

(a) Each Participant shall have the right from time to time to request, in accordance with the Payment Procedures, that the Administrator notify the Custodian to pay to the Participant, or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's Balance at the time that payment is made pursuant to such request. Except as provided in the Payment Procedures, there shall be no limitation on the period of time that Investment Funds must be invested pursuant to this Interlocal Agreement prior to such payment.

(b) Upon the receipt of any payment request, the Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant, as provided in Exhibit B.



Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.3(b) hereof, such Participant's Balance shall be reduced by the Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by federal, State or the State of New York authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Administrator shall determine, on behalf of the Board, when an event occurs which, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals, and shall immediately notify the Custodian and each Participant by facsimile, email, mail or telephone of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Administrator declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

**2.4 Additional Participants After Initial Execution.**

Any Person who meets the definition of a Participant that wishes to become a Participant after the Effective Date may do so by executing a counterpart to this Interlocal Agreement or a Participation Certificate substantially in the form attached hereto as Exhibit D (with such modifications as may be applicable to the particular governmental entity) or other writing deemed acceptable by the Administrator, and delivering the counterpart or the original executed Participation Certificate to the Administrator. Any entity that becomes a Participant pursuant to this Section 2.4 shall have the same rights and obligations hereunder as the other Participants.

**2.5 Participant Right to Initiate a Vote to Require Board Action.**

The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten percent (10%) of the Participants, have the right to require a vote by the Board related to questions or consideration of such other matters as determined by such Participants. Within 90 days of receipt of such instrument or instruments, or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument or instruments, and be required to take action on the matter.

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**2.6 Termination of Participation.**

(a) Any Participant may withdraw from this Interlocal Agreement at any time upon written notice to the Administrator and the withdrawal shall be noted to the Board in the Administrator's next report. Upon its withdrawal from this Interlocal Agreement, a Participant shall cease to have any rights or obligations under this Interlocal Agreement except for any obligations arising on or before the date of withdrawal and the rights to withdraw the Participant's Balance. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's entire Balance as of the date of such notice be paid to such Participant. No withdrawal from this Interlocal Agreement shall become effective until such Participant's Balance is equal to zero, and until such time, such Participant shall continue to possess all of the rights, and to be subject to all of the obligations, arising from this Interlocal Agreement.

(b) Any Participant that no longer qualifies as a Unit of Local Government, that breaches any material covenant contained in Article VIII hereof, or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.6(a) hereof immediately upon such disqualification, breach or cessation, but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Administrator determines that such a disqualification, breach or cessation has occurred.

**2.7 Receipt of Statements and Reports; Requests.**

(a) The Administrator shall provide to each Participant a copy of the statements prepared pursuant to Section 5.5 hereof and of the reports prepared pursuant to Section 5.6 hereof applicable to such Participant.

(b) In addition, each Participant, through its Authorized Representative, may direct the Administrator to provide a statement of the value of the Participant's Balance as of the date of the request. The Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Administrator shall maintain or cause to be maintained the records relating to such Participant in a manner that records (i) the portion of the Participant's Balance designated as PRIME Fund and (ii) the Participant's Balance as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments belonging to each such Participant.

**2.8 Responsibility for Authorized Representatives.**

Each Participant shall be responsible for the actions or inaction of its Authorized Representative under this Interlocal Agreement, and the Administrator and Custodian are authorized to rely on the directions of the Authorized Representative without further investigation or diligence.

## ARTICLE III
## BOARD

**3.1 Establishment of Board; Initial Board.**

(a) The management of FLCLASS shall be under the direction of the Board, which is hereby created by this Interlocal Agreement as a separate interlocal governmental entity. The initial Participants have by this Interlocal Agreement appointed the following persons as the initial trustees (the **"Initial Trustees"**) having terms ending the following date:

| | |
|---|---|
| Cindy Valentine | December 31, 2015 |
| Sharon R. Bock | December 31, 2016 |
| Ken Burke | December 31, 2017 |

(b) The Initial Trustees shall constitute the initial Board. The Board may expand the membership of the Board and set initial terms for each additional Trustee, provided, however, the number of Trustees shall not be less than three (3) nor more than thirteen (13). New and successor Trustees shall be appointed as provided for in Article IV.

**3.2 General Powers.**

(a) FLCLASS is hereby established as a common law trust pursuant to this Interlocal Agreement. The purpose of FLCLASS is to provide an intergovernmental investment pool in accordance with Section 218.415, Florida Statutes through which Participants may invest surplus funds in accordance with Florida law governing the investment of surplus monies of a Participant. No Participant shall be required to appropriate any funds or levy any taxes to establish FLCLASS. FLCLASS shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Board may from time to time determine. The initial office of record of FLCLASS shall be 4767 New Broad Street Orlando, Florida 32814.

(b) The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers of the Administrator or Custodian, which are described in this Interlocal Agreement shall also be powers of the Board. The Board may perform such acts as it determines in its sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without the posting of a bond, an order or other action by any court. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

**3.3 Investment and Management; The Investment Program.**

The Board shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of Permitted Investments pursuant to the Investment Policy established by the Board.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity, while providing a competitive investment yield by investing in Permitted Investments. The Board shall appoint an Administrator and the



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Board is directed to enter into the Administrator Agreement with the Administrator consistent with the terms of this Interlocal Agreement. The Administrator shall have the power to manage the Investment Property as specifically set forth in the Administrator Agreement. All modifications to the Investment Policy require Board approval by simple majority.

**3.4 Title to Investments; Rights as Holders of Investment Property**.

Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of the Investment Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

**3.5 Payment of Expenses**.

The Board shall have full and complete power:

(a) to incur and pay any charges or expenses which in the opinion of the Board are necessary or incidental to or proper for carrying out any of the purposes of this Interlocal Agreement;

(b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;

(c) to reimburse others for payment of such expenses and taxes; and

(d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

**3.6 Power to Contract, Appoint, Retain and Employ**.

The Board is responsible for the investments of FLCLASS consistent with the Investment Policy established in this Interlocal Agreement and for the general administration of the business and affairs of FLCLASS. Subject to the limitations expressed in Section 3.11 of this Interlocal

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Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.

**3.7 Insurance**.

The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring FLCLASS, officers, employees and agents of FLCLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by FLCLASS or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not FLCLASS would have the power to indemnify such person against such liability.

**3.8 Borrowing and Indebtedness**.

The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments or Investment Property, except as a temporary measure to facilitate the transfer of funds to the Participant which might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

**3.9 Remedies**.

Notwithstanding any provision in this Interlocal Agreement, when the Board deems that there is a significant risk that an obligor to FLCLASS may default or is in default under the terms of any obligation of FLCLASS, the Board shall have full and complete power to pursue any remedies permitted by law which, in its sole judgment, are in the interests of FLCLASS, and the Board shall have full and complete power to enter into any investment, commitment or obligation of FLCLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

**3.10 Information Statement**.

The Board shall have full and complete power to prepare, publish and distribute an Information Statement regarding FLCLASS and to amend or supplement the same from time to time.

**3.11 Contracting with Affiliates**.

To the extent permitted by law, the Board may enter into transactions with any Affiliate of the Administrator or the Custodian if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, and

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(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the person who is a party to the transaction.

**3.12 Further Powers**.

The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of FLCLASS although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of FLCLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

**3.13 Intellectual Property**.

The parties acknowledge that pursuant to this Interlocal Agreement and/or the business activities of the Board, various types of intellectual property (the **"Intellectual Property"**) may be created, including but not limited to trademarks such as **"FLCLASS"** and **"Florida Cooperative Liquid Assets Securities Systems,"** among others. With regard to any and all Intellectual Property created by or for the Board, or by or for FLCLASS with regard to this Interlocal Agreement, the Board shall have all right, title and interest to such intellectual property. No other party to this Interlocal Agreement shall make any claim of ownership to any such intellectual property and shall have no rights to the Intellectual Property other than as expressly set forth in a written agreement between the Board and that other party. Except as expressly set forth in this Interlocal Agreement, the Board shall have no obligation to account to the other parties to this Interlocal Agreement for any revenues arising from the use, license or assignment of any item of Intellectual Property.

**3.14 No Liability**.

No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

## ARTICLE IV
## TRUSTEES

**4.1 Number and Qualification**.

(a) Upon expansion of the Board after the Initial Trustees, the Board shall have at least three (3) but no more than thirteen (13) members.



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(b) The Board shall strive to appoint qualified Trustees representative of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of Local Governments:

(i) Counties;

(ii) Cities and Towns;

(iii) School Districts;

(iv) Special Districts;

(v) Other public entities.

(c) The Board shall be the sole judge of the appointment and qualification of its members.

**4.2 Term of Office.**

The term of office for a Trustee shall be three years (or less for certain Initial Trustees) or until a successor has been appointed and qualified, and such term shall begin at the Meeting of the Board following the appointment. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least one-third of all Trustees shall expire in any year.

**4.3 Appointment of Trustees.**

(a) The Board shall appoint Trustees at any regularly scheduled or special meeting by a majority vote of the Trustees present at such meeting, provided a quorum is present. The Board shall provide for the nomination of candidates by the Participants and shall appoint Trustees from among the nominees submitted.

(b) After each appointment, each Participant shall by this Interlocal Agreement be considered to have appointed each person appointed by such vote as their Trustee unless and until removed pursuant to Resignation according to Section 4.4 or Removal according to Section 4.5.

**4.4 Resignation of Trustees.**

Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Board, and such resignation shall be effective upon such delivery, or at a later date specified in the written notice Any vacancy created by such removal shall be filled in accordance with subsection 4.3(a). All Trust assets held by the Trustee in his/her capacity as Trustee shall be immediately returned to the Trust.

**4.5 Removal and Vacancies.**

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence or other incapacity to perform the duties

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of the office. In the case of a vacancy, the Trustees remaining in office shall, appoint another person as a replacement Trustee, in accordance with Section 4.3, who shall serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to this Section 4.5, the appointee of each Participant.

(b) The Board may remove a Trustee in the event of the conviction of a felony, or any other crime involving dishonesty. Such removal may occur upon the majority vote of the membership of the remaining Trustees. Any vacancy created by such removal shall be filled pursuant to this Section.

(c) Notwithstanding the forgoing, in lieu of selecting new Trustees to fill vacancies on the Board, the Board may decrease the membership of the Board by the number of such vacancies, provided however, the number of memberships shall not be less than three (3) nor more than thirteen (13).

**4.6 Meetings**.

(a) The Annual Meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the appointment of Trustees, election of officers, setting the calendar for regular meetings and other organizational matters, as provided in the Bylaws. The Board shall meet not less than semiannually.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held at the time and place so established.

(c) Special meetings of the Board may be held from time to time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) All meetings of the Board are subject to and must comply with Section 286.011, Florida Statutes, as amended.

(e) To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

(f) To the extent permitted by Section 286.011, Florida Statutes, in the event all of the Trustees shall severally or collectively consent in writing to any action taken or to be taken by the Trust, such action is a valid action as though it had been authorized at a formal meeting.

(g) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Interlocal Agreement or by law of the State.

**4.7 Bylaws**.

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The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, consistent with this Interlocal Agreement. The Bylaws may define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the rules of calling of meetings and determination of regular and special meetings.

**4.8 Officers.**

The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.

**4.9 Conflicts of Interest.**

No Trustee shall vote on any matter which inures to his or her special private gain or loss, as that phrase is defined in Section 112.3143(1)(d), Florida Statutes. Such Trustee shall, prior to a vote being taken, disclose the nature of his or her interest in the matter from which he or she is abstaining from voting.

**4.10 Standard of Care.**

The Trustees shall use ordinary care and reasonable diligence in the administration of the Trust. Nothing contained in this Interlocal Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Interlocal Agreement.

**4.11 Liability.**

A Trustee shall not be personally liable for monetary damages to any person for any statement, vote decision, or failure to act, regarding the management or policy of the Trust unless:

(a) The Trustee breached or failed to perform his or her duties as a Trustee; and

(b) The Trustee's breach of, or failure to perform, his or her duties constitutes:

(i) A violation of the criminal law, unless the Trustee had reasonable cause to believe such conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Trustee in any criminal proceeding for violation of the criminal law shall estop that Trustee from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the Trustee from establishing that such Trustee had reasonable cause to believe that such conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;

(ii) A transaction from which the Trustee derived an improper personal benefit, either directly or indirectly; or

(iii) Recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

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For the purposes of this Section 4.11, the term "recklessness" means the acting or omission to act, in conscious disregard of a risk: (a) known, or so obvious that it should have been known to the Trustee; and (b) known to the Trustee, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

**4.12 Indemnification.**

(a) The Trust shall, to the extent permitted by law, indemnify any person who was or is a party (other than an action by, or in the right of, the Trust), by reason of the fact that such person is or was a Trustee, officer or direct employee of the Trust against liability incurred in connection with such proceedings on behalf of the Trust, including any approval of such proceedings, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust and, with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Trust, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the Trust, such indemnified person shall promptly notify the Trust in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The Trust shall be responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

**4.13 Legal Title to Investment Property.**

Title to all Investment Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Board shall have full and complete power to cause legal title to any Investment Property to be held, on behalf of the Participants, by or in the name of any other entity or person as nominee, on such terms, in such manner, and with such powers as the Board may determine; provided that the interests of the Trust are adequately protected as a consequence thereof.

**4.14 Reliance on Experts.**

Each Trustee and officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of the Trust, upon an opinion of Trust Counsel, or upon official reports made to the Trust by any of its officers or employees or by the Investment Advisor, Administrator, Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Board or officers of the Trust.

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## ARTICLE V
## ADMINISTRATOR AND TRUST COUNSEL

**5.1 Appointment; General Provisions.**

(a) The Board is responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, distributors or independent contractors of the Trust, consistent with the investment policy established in this Interlocal Agreement. However, the Board is not required personally to conduct all of the routine business of the Trust and, consistent with their responsibility as stated herein, the Board may, on behalf of the Trust, appoint, employ or contract with an Administrator and a Trust Counsel and may grant or delegate such authority to the Administrator, Trust Counsel or to any other person as the Board may, in its discretion, deem to be necessary or desirable for the efficient management of the Trust.

(b) The Board may appoint one or more persons to serve as the Administrator for FLCLASS. It is specifically intended that any and all provisions related to the Administrator set forth herein be memorialized in a contract between the Board and the Administrator (the **"Administrator Agreement"**) and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Administrator. In the event of conflict between the provisions of this Interlocal Agreement and the provisions of the Administrator Agreement, this Interlocal Agreement shall control.

(c) In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board may appoint, employ or contract with a successor.

(d) The Administrator shall at no time have custody of, or physical control over, any of the Investment Property.

(e) The Administrator may also serve as investment advisor to FLCLASS.

**5.2 Duties of the Administrator.**

(a) The duties of the Administrator shall be those set forth in this Article V and the Administrator Agreement. This Article V outlines some, but not all of such duties. Such duties may be modified by the Board from time to time. The role of the Administrator is intended to effect purchases, sales or exchanges of Investment Property on behalf of the Board. The Administrator Agreement may authorize the Administrator to employ other persons to assist in the performance of the duties set forth therein.

(b) The Administrator shall at no time have custody of, or physical control over, any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Administrator instead of to the Custodian, the Administrator shall immediately transfer such Investment Funds to the Custodian. The Administrator shall not be liable for any act or omission of the Custodian, but shall be liable for the Administrator's acts and omissions as provided herein.



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(c) The Administrator understands that the monies delivered to the Custodian may only be invested pursuant to the investment parameters contained in the Investment Policy.

**5.3 Duties of the Trust Counsel.**

The duties of the Trust Counsel shall be:

(a) To construe the terms and provisions of this Interlocal Agreement and advise the Board with respect to its powers and duties thereunder;

(b) Review and approve the ordinances and joinder agreements of Public Entities desiring to become Participants;

(c) Attend all meetings of the Board and provide legal advice and consultation as requested; and

(d) Bring, prosecute, appear in, or defend, all on behalf of the Trust and in the name of the Trust any suit or administrative proceeding, for the enforcement of or arising out of or with respect to this Interlocal Agreement.

**5.4 Investment Activities and Powers**.

The Administrator shall perform the following services:

(a) advise the Board on any material changes in investment strategies based upon current market conditions;

(b) enter into securities transactions with respect to the Investment Property (to the extent permitted by the investment criteria established by the Board as set forth in the Investment Policy and all applicable law) by entering into agreements and executing other documents relating to such transactions containing provisions common for such agreements and documents in the securities industry;

(c) from time to time, review the Permitted Investments and the investment criteria set forth in the Investment Policy and, if circumstances and applicable law permit, recommend changes in such Permitted Investments and such investment criteria;

(d) provide such advice and information to the Board on matters related to investments as the Board may reasonably request, including, without limitation, research and statistical data concerning the Investment Property, whether and in what manner all rights conferred by the Investment Property may be exercised, and other matters within the scope of the investment criteria set forth in the Investment Policy;

(e) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Interlocal Agreement or applicable laws;

(f) issue instructions to the Custodian as provided in this Interlocal Agreement; and

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(g) employ, consult with, obtain advice from, and exercise any of the Administrator's rights or powers under this Interlocal Agreement through the use of suitable agents, including auditors, legal counsel (who may be counsel to the Administrator and/or the Board), investment advisers, brokers, dealers or other advisers. Notwithstanding Section 11.8 hereof, the Administrator may transmit information concerning the Investment Property and the Participants to such agents.

**5.5 Monthly Statements.**

(a) Within 15 days subsequent to the end of each month, the Administrator shall prepare and submit, to each Participant which was a Participant during such month, a statement disclosing any activity and a closing Balance in each of its accounts for such month.

(b) The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

**5.6 Reports.**

The Administrator shall prepare or cause to be prepared at least annually (i) a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Participants within ninety (90) days after the close of the period covered thereby.

**5.7 Daily Calculation of Program Value and Rate of Return.**

(a) The Administrator shall calculate the Investment Property Value for each Account once on each Business Day at the time and in the manner provided in the Valuation Procedures contained in Exhibit C, hereto.

(b) Upon performing the valuation specified in Section 5.7(a) hereof, the Administrator shall calculate (rounding off to the nearest whole cent) the Balance of each Participant and each Balance of each of the Participants shall be adjusted proportionately so that the total Balances of all the Participants equals the aggregate Investment Property Value for the Accounts.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been determined from time to time by the Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment

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Property shall be deemed to be equal to the amount determined from time to time by the Administrator.

(e) The Administrator shall calculate daily the rate of return earned on the Investment Property held in each Account.

**5.8 Administration of FLCLASS.**

The Administrator shall perform the following administrative functions on behalf of the Board in connection with the implementation of this Interlocal Agreement:

(a) collect and maintain for such period as may be required under any applicable federal or Florida law written records of all transactions affecting the Investment Property or the Balances, including, but not limited to (i) investments by and payments to or on behalf of each Participant; (ii) acquisitions and dispositions of Investment Property; (iii) pledges and releases of collateral securing the Investment Property; (iv) determinations of the Investment Property Value; (v) adjustments to the Participants' Balances; and (vi) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. The Administrator shall maintain the records relating to each Participant in a manner that subdivides the Participant's Balance into sub-accounts or other special accounts to accommodate such Participant's desire to segregate any portion or portions of its Investment Funds;

(b) assist in the organization of Meetings of the Board, including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, which are directed to the Administrator, or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such officer and coordinating such officer's response thereto;

(d) pay all Investment Property Liabilities in accordance with this Interlocal Agreement from any income, profits and gains from the Investment Property (but not from the principal amount thereof); and

(e) engage in marketing activities to encourage eligible Florida public sector entities to become Participants.

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### 5.9 Special Sub-Accounts.

Notwithstanding anything in this Interlocal Agreement to the contrary, the Administrator from time to time may propose to the Board that the Participants establish specially designated sub-accounts with investment criteria, investment and payment procedures, fees or other characteristics different from those set forth in this Interlocal Agreement, but all in compliance with all applicable law. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria, investment management tailored to a particular Participant or additional fees for administering such specially designated sub-accounts. A Participant in its sole discretion may create such a special sub-account using the same procedures for establishing other sub-accounts set forth in this Interlocal Agreement. The establishment of such special sub-accounts and the terms governing the same shall not be deemed an amendment of this Interlocal Agreement. The terms governing each such sub-account shall be worked out between the Administrator and the impacted Participants, and attached hereto as Schedule 5.9 (a), (b) and so on as necessary. The Administrator may calculate the return realized by such special sub-accounts separate and apart from the returns realized by other sub-accounts maintained for each Participant.

## ARTICLE VI
## THE CUSTODIAN

### 6.1 Qualifications.

(a) The Board, on behalf of the Trust, shall appoint and employ a bank or trust company organized under the laws of the United States of America to serve as Custodian for FLCLASS. Such custodian shall be a qualified "depository" as defined by Chapter 280, Florida Statutes and shall invest all Investment Property in accordance therewith and in accordance with the objectives of the Trust. The Custodian shall have authority to act as the Trust's agent, subject to such restrictions, limitations and other requirements, if any, as may be established by the Board. It is specifically intended that any and all provisions related to the Custodian set forth herein be memorialized in a contract to be entered into between the Trust and the Custodian (the **"Custody Agreement"**) and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of the Custodian. In the event of a conflict between the provisions of this Interlocal Agreement and the provisions of the Custody Agreement, this Interlocal Agreement shall prevail.

### 6.2 Successors.

In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Board shall appoint a successor thereto.

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**6.3. Prohibited Transactions.**

With respect to transactions involving Investment Property, the Custodian shall act strictly as agent for the Trust. The Board shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

**6.4. Appointment; Sub-Custodians.**

(a) The Custodian may employ other banks and trust companies as sub-custodians, including, without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations set forth in this Interlocal Agreement. The Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian and the Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian.

(b) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Interlocal Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

**6.5 Powers.**

The Custodian shall perform the following services:

(a) Open and maintain such custody accounts as the Board directs through the Administrator and accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.2 hereof, and the income or earnings derived therefrom.

(b) Hold the Investment Property:

(i) in its vaults physically segregated and held separate and apart from other property of the Custodian;

(ii) in its account at Depository Trust Company or other depository or clearing corporation; or

(iii) in a book entry account with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times.

The Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provided, however, that the custodial relationship and the interests of the Participants regarding such Investment Property shall be noted on the records of the Administrator and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of the Participants to be noted on the records of such depository, clearing house or Federal Reserve Bank.

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(c) Notify the Administrator, in writing or verbally with written, email or facsimile confirmation, of any elective action involving the Investment Property.

(d) Upon instruction of the Administrator, the Custodian shall

(i) receive and distribute Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibit A and Exhibit B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 6.5;

(v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property, use its best efforts to: (a) collect, receive and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any personal property; (d) to the extent necessary, be a party to the reorganization of any Person and transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (e) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (f) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements and other instruments; and (g) pay or satisfy any debt or claims; and

(vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Interlocal Agreement.

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Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**6.6 Custodial Relationship; Custodian Records.**

(a) The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's Balance.

(b) The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property. Within 15 days subsequent to the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the Board.

## ARTICLE VII
## FLCLASS COSTS AND EXPENSES

**7.1 Expenses.**

In consideration of the performance of its obligations hereunder, the Administrator shall receive a fee as set forth in the Administrator Agreement described in Section 5.2 hereof, which fee shall be paid from the earnings on the Accounts. The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating, if any, the cost of other expenses agreed to by the Administrator and the Board, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the Administrator's and/or Board's legal counsel, the cost of Meetings of the Board, and the costs of Participant surveys and mailings. At least quarterly, the Administrator shall provide a detailed accounting of such expenses to the Board.

**7.2 Payment of Expenses.**

The Board shall have full and complete power:

(a) To incur and pay any charges or expenses which, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

(b) To reimburse others for the payment therefore, including, but not limited to, the Administrator; and

(c) To pay appropriate compensation or fees from the funds managed under this Interlocal Agreement to persons with whom the Board has contracted or transacted business.

## ARTICLE VIII
## REPRESENTATIONS AND WARRANTIES

**8.1 Representations and Warranties of Each Participant**.

Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary ordinances and resolutions in order to execute and deliver this Interlocal Agreement and to perform its obligations hereunder, including, without limitation, the appointment of its Authorized Representative; and

(b) the execution, delivery and performance of this Interlocal Agreement by the Participant are within the power and authority of the Participant and do not violate the laws, rules or regulations of the State of Florida applicable to the Participant or the Participant's charter or its organizational statute, instrument or documents or any other applicable federal, state or local law; and

(c) the certificates delivered heretofore or hereafter by the Participant pursuant to this Interlocal Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading.

## ARTICLE IX
## COVENANTS

**9.1 Source of Investments**.

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the State of Florida and any charter, instrument, organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant, and that it will perform all actions required by the laws of the State of Florida and any charter, instrument, or organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant to be done prior to such investment.

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**9.2 Truth of Representations and Warranties.**

Each party to this Interlocal Agreement hereby covenants that it shall use reasonable efforts to withdraw from this Interlocal Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

## ARTICLE X
## AMENDMENT AND TERMINATION

**10.1 Amendment.**

(a) Unless explicitly set forth otherwise herein, this Interlocal Agreement may be amended only by a majority of the Board. Any amendment that impacts the duties, obligations or rights of either the Administrator or the Custodian shall be reduced to writing and agreed to by the affected party.

(b) Any amendment executed pursuant to Section 10.1(a) hereof will be effective upon the earlier of (i) thirty (30) days after notice is mailed or otherwise delivered, including but not limited to delivery by electronic means, to all existing Participants setting forth such amendment and permitting each Participant to terminate its participation and request payment of its balance.

(c) Notwithstanding the foregoing, the Investment Policy may be amended by a writing consented to by the Board. Any such amendment of the Investment Policy shall become effective thirty (30) days after notice thereof is sent to the Participants, Administrator and Custodian setting forth such amendment.

(d) Notwithstanding the foregoing, Exhibits A, B, and C may be amended by the Board on behalf of the Participants. Any such amendment shall become effective thirty (30) days after notice thereof is mailed to the Participants, Administrator and Custodian setting forth such amendment.

**10.2 Termination.**

(a) This Interlocal Agreement shall continue in full force and effect unless terminated as set forth in this Section 10.2. This Interlocal Agreement may be terminated at any time pursuant to a duly adopted amendment hereto approved by the unanimous vote of the Board. This Interlocal Agreement shall terminate automatically if either the Program Administration Agreement or the Custody Agreement is not amended to name a new Administrator or Custodian on or before the day that is immediately prior to the date on which the resignation, withdrawal or removal of the Administrator or Custodian would otherwise become effective.

(b) Upon the termination of this Interlocal Agreement pursuant to this Section 10.2:

(i) The Custodian, the Board and the Administrator shall carry on no business in connection with FLCLASS except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

(ii) The Custodian, the Board and the Administrator shall proceed to wind up their affairs in connection with FLCLASS, and all of the powers of the Board, Administrator and Custodian under this Interlocal Agreement, the Program Administration Agreement and the Custody Agreement, respectively, shall continue until the affairs of the Board, Administrator and Custodian in connection with FLCLASS shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with FLCLASS; and

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Board, Administrator and Custodian deem necessary for their protection, the Board shall take all necessary actions to cause the distribution of the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Interlocal Agreement and distribution to the Participants as herein provided, the Board shall direct the Administrator to execute and lodge among the records maintained in connection with this Interlocal Agreement an instrument in writing setting forth the fact of such termination, and the Board and Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be cancelled and discharged.

## ARTICLE XI
## MISCELLANEOUS

**11.1 Governing Law**.

This Interlocal Agreement is executed by the initial Participants and delivered in the State of Florida and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Florida.

**11.2 Severability**.

The provisions of this Interlocal Agreement are severable, and if any one or more of such provisions (the **"Conflicting Provisions"**) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Interlocal Agreement and this Interlocal Agreement may be amended pursuant to Section 10.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Interlocal Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

**11.3 Counterparts**.

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This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

**11.4 No Assignment.**

No party hereto may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Interlocal Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void. The Board agrees not to unreasonably withhold consent to an assignment of this Interlocal Agreement or the Administrator Agreement.

**11.5 Gender; Section Headings and Table of Contents.**

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Agreement nor affect its meaning, construction or effect.

**11.6 No Partnership.**

Other than the creation by the Participants of an interlocal cooperation agreement pursuant to Fla. Stat. §163.01, this Interlocal Agreement does not create or constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Interlocal Agreement to constitute a partnership or any other joint venture or association.

**11.7 Notice.**

Unless oral notice is otherwise allowed in this Interlocal Agreement, all notices required to be sent under this Interlocal Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail properly addressed, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, email, or other electronic means whenever such notice is in a format which may be stored by the receiving party or parties, or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Administrator;

(c) shall be deemed to have been given on the day of such transmission if delivered pursuant to subsection (b)(ii), or on the third day after deposit if delivered pursuant to subsection (b)(i) or (b)(iii); and

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

(d) any of the methods specified in Section 11.7(b) shall be sufficient to deliver any notice required hereunder, notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

**11.8 Confidentiality**.

(a) All information and recommendations furnished by the Administrator to any Participants or the Board that is marked confidential and all information and directions furnished by the Administrator to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. Nothing in this Section shall prevent any party from divulging information as required by law or from divulging information to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply, or from divulging information in accordance with Florida's Government in the Sunshine Law, Florida Statutes, Chapter 286, or Florida's Public Records Act, Florida Statutes, Chapter 119 or to prevent the Administrator from distributing copies of this Interlocal Agreement, the names of the Participants, or the Investment Property Value to third parties.

**11.9 Entire Agreement**.

This Interlocal Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

**11.10 Disputes**.

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation provided in writing at least 10 days before commencing legal action.

**11.11 Writings**.

Whenever this Interlocal Agreement requires a notice, instruction or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic, or micrographic data storage method such as digital discs as well as on paper, so long as such method complies with Chapter 119, Florida Statutes.

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**11.12 Effective Date**.

This Interlocal Agreement shall become effective on the Effective Date.

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Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

## SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: 3/30/15, as Participant

By: _____
Name: Ken Burke
Title Pinellas County Clerk of the Circuit Court and Comptroller

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30th day of March, 20 15 by Ken Burke, _____ of _____ **[Participant]**, who is personally known to me/has produced _____ as identification.

_____
Printed/Typed Name: Karen E. Lamb
Notary Public-State of: Florida
Commission Number: FF 083808

KAREN E. LAMB
MY COMMISSION # FF 083808
EXPIRES: March 19, 2018
Bonded Thru Budget Notary Services

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

## SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: 3-31-15, as Participant

By: Sharon R. Bock
Name: Sharon R. Bock
Title Clerk & Comptroller Palm Beach Co.

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31st day of March, 2015 by Sharon R. Bock, Clerk+Comptroller, Palm Beach County **[Participant]**, who is personally known to me/has produced _____ as identification.

Tara Ramos
Printed/Typed Name: Tara Ramos
Notary Public-State of: Florida
Commission Number: _____

TARA K. RAMOS
MY COMMISSION # FF 014906
EXPIRES: May 6, 2017
Bonded Thru Budget Notary Services

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

## SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

**IN WITNESS WHEREOF**, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: April 6, 2015, as Participant

By: _____
Name: Scott Randolph
Title Tax Collector

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6th day of April, 2015 by Scott Randolph, Tax Collector of Orange County **[Participant]**, who is personally known to me/has produced _____ as identification.

_____
Printed/Typed Name: Kelly. Quintero
Notary Public-State of: Florida
Commission Number: FF 025172

KELLY J. QUINTERO
MY COMMISSION # FF 025172
EXPIRES: June 6, 2017
Bonded Thru Budget Notary Services

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

# EXHIBIT A

## INVESTMENT PROCEDURES

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.

2. Receipt of the notice described in (1) by the Administrator as set forth in the Information Statement.

3. If Investment Funds for which notification of investment has been given, are not received by the end of the Business Day on which such notification is given, the Administrator shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.

4. The Participant is prohibited from requesting payments from amounts credited to its Balance pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian for the purchase of securities to be held by the Custodian.

5. These Investment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

# EXHIBIT B

## PAYMENT PROCEDURES

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount requested to be paid and shall specify from which Account the payment is to be made.

2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.

3. Requests for payments must be received by the Administrator as set forth in the Information Statement.

4. The Participant may only request payments of that portion of its Balance that represents Investment Funds and its proportional share of the income from the Investment Property which in all cases have actually been received by the Custodian.

5. These Payment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

# EXHIBIT C

## VALUATION PROCEDURES

1. Portfolio Valuation.

A. Amortized Cost Valuation

On a daily basis, normally at 3:00 p.m. Eastern time, the Investment Property Value of each Account shall be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

B. Mark to Market

At least monthly or more frequently if requested by a majority of the Board, the Investment Property Value of each Account shall be determined on a mark to market basis, provided, however, the value of any collateral that is collateralizing any repurchase agreement shall be marked to market on a daily basis.

The market value of all or a part of the securities in the Accounts will be determined from the bid and ask prices for such securities as quoted by an independent nationally recognized pricing service for the Business Day preceding the Business Day on which the determination of such market value is made (plus accrued interest to such preceding Business Day); if the securities are not so quoted on such preceding Business Day, their market value will be determined as of the next preceding Business Day on which they were so quoted. Securities not quoted by an independent nationally recognized pricing service will be valued by taking a bid quote from one primary dealer making a market in such securities or if there is no primary dealer in such securities by such other reasonable method as the Administrator shall determine.

As an alternative to determining the market value pursuant to the foregoing paragraph, the market value of all or a portion of the securities in the Accounts may be determined using the matrix method. Matrix pricing involves grouping securities into a matrix by type, maturity and short-term credit rating. A primary dealer who makes markets in those securities will provide the bid side prices for the matrix.

2. Amendment.

These Valuation Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement.

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**EXHIBIT D**

**MODEL RESOLUTION**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE [GOVERNING BODY] OF THE [UNIT OF LOCAL GOVERNMENT] APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the **[Unit of Local Government]** is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the "**Florida Interlocal Cooperation Act**"); and

**WHEREAS,** the Florida Interlocal Cooperation Act authorizes the **[Unit of Local Government]**, together with other local governmental entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

**WHEREAS,** _____ and _____, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the "**Interlocal Agreement**"), the purpose of which is to provide the **[Unit of Local Government]** and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System ("**FLCLASS**"), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS,** the **[Unit of Local Government]** desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

**WHEREAS,** the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**NOW, THEREFORE, BE IT RESOLVED** by the **[Governing Body]** of the **[Unit of Local Government]** as follows:

**SECTION 1.** The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

**SECTION 2.** Pursuant to Section 2.4 of the Interlocal Agreement, the **[Unit of Local Government]** hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The **[Unit of Local Government]** further agrees to file an executed copy of this Resolution with the Clerk of Court of _____ County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon its filing with the Clerk of Court of _____ County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**PASSED AND ADOPTED IN PUBLIC SESSION** of the _____ of the _____ this ____ day of _____, 20__.

_____

By:_____
Name:_____
Its:_____

Attest:

_____
_____, [Assistant] Secretary

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**EXHIBIT A TO RESOLUTION**

**COPY OF INTERLOCAL AGREEMENT**

[Attached]

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**INSTRUMENT OF ADOPTION**
of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this "Instrument") is executed as of the ____ day of _____, 20_____, by and on behalf of _____.

Reference is made to that certain Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of _____, 2015, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the "Interlocal Agreement"). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a Unit of Local Government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the Unit of Local Government, authorized to execute this Instrument; (c) the undersigned has tendered to FLCLASS the minimum investment required under the Interlocal Agreement; and (d) the undersigned (i) has taken all required official action to adopt and authorize the execution of the Interlocal Agreement including, without limitation, adopting a written investment policy consistent with the Interlocal Agreement and the Investment Policy adopted thereby or amending or modifying any existing written investment policy not consistent with the Interlocal Agreement or the Investment Policy, and (ii) has furnished to the Board evidence satisfactory to the Board that such official action has been taken.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation that it will maintain a written investment policy consistent with the provisions of the Interlocal Agreement and Investment Policy adopted thereby, as each of the same may be amended from time to time.

[signature page to follow]

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**INSTRUMENT OF ADOPTION**
of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

**[NAME OF ENTITY]**

By:_____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, _____, who is personally known to me/has produced _____ as identification.

_____
Printed/Typed Name:_____
Notary Public-State of:_____
Commission Number:_____

*ORL 299009183v1*

Attachment: FLCLASS Interlocal Agreement -September 2016 (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

Florida Cooperative Liquid Asset Securities System ("FLCLASS")

Investment Policy

***Purpose***

This Policy has been established to create the principles by which the Florida Cooperative Liquid Asset Securities System ("FLCLASS") will be invested and secured and to comply with the provisions of Florida law relating to the investment of public funds. Investment Funds may only be invested in a manner that is permitted pursuant to the laws of the State of Florida generally and Florida's Investment of Local Government Surplus Funds Act, Florida Statutes, Chapter 218, Part IV and the Florida Interlocal Cooperation Act of 1969.

***Objective***

The Fund's investment objectives are: 1) Safety & Preservation of Principal, 2) Daily Liquidity, 3) Transparency and 4) Competitive Yields.

The Fund's investments will conform to the Permitted Investments detailed in this Investment Policy to meet Standard & Poor's Principal Stability Fund AAAm rating requirements. The AAAm rating is the highest attainable rating for a Local Government Investment Pool.

***General Provisions***

The Administrator will invest FLCLASS assets in high-quality fixed income securities. To be considered high quality, a security must be rated in the two highest short-term rating categories by one or more Nationally Recognized Statistical Rating Organizations ("NRSROs"), or be deemed to be of comparable quality thereto by the Administrator. The Administrator also may enter into special transactions for FLCLASS, i.e. repurchase agreements.

FLCLASS will maintain a dollar-weighted average maturity to reset (WAMR) of 60 days or less and a dollar-weighted average maturity to final (WAMF) of 120 days or less.

FLCLASS shall at all times maintain a prudent diversification of its investment portfolio among eligible asset classes.

***Procedures for Investment of Pool Monies***

(a) Qualified Broker/Dealers.

The Administrator will maintain a list of qualified broker/dealers that FLCLASS may engage in investment transactions with which will be approved by the Board of Trustees, at least quarterly, and will be maintained separately from this Policy.

(b) Qualified Corporate Debt Issuers.

The Administrator will maintain a list of qualified corporate debt issuers that FLCLASS may purchase and which will be approved by the Board of Trustees, at least quarterly, and may be maintained separately from this Policy.

(c) Solicitation of Bids for Certificates of Deposit.

Bids for certificates of deposit may be solicited orally, in writing, electronically or in any combination of those methods. A record of such bids shall be maintained by the Administrator.

(d) Settlement Basis.

All purchases of investments, except investments in mutual funds or bank instruments, shall be made

Attachment: FLCLASS Investment Policy - FLCLASS 5-12-15 Final (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

on a delivery versus payment basis to a third party custodian. The safekeeping entity for all FLCLASS investments and for all collateral pledged to secure funds of FLCLASS shall be the Custodian.

***Permitted Investments***

**Obligations of the United States Government and its Agencies and Instrumentalities.**

Bills, notes and bonds issued by the U.S. Treasury and backed by the full faith and credit of the United States.

Obligations of any agency or instrumentality of the United States, including but not limited to, obligations of The Federal Farm Credit Bank, the Federal Land Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Export-Import Bank, the Tennessee Valley Authority, the Government National Mortgage Association, the World Bank, or an entity or organization that is not listed in this paragraph but that is created by, or the creation of which is authorized by, legislation enacted by the United States congress and that is subject to control by the federal government that is at least as extensive as that which governs an entity or organization listed in this paragraph.

Obligations issued by entities with liquidity support from the U.S. Government, or its agencies or instrumentalities. These support arrangements provide that the U.S. Government or its agencies or instrumentalities will advance funds to the entity to pay the obligations of the entity to the extent it has insufficient funds to pay amounts due on its obligations.

**Floating-Rate and Variable-Rate Obligations.**

Debt obligations purchased by the Fund may have interest rates that are periodically adjusted at specified intervals or whenever a benchmark rate or index changes.

Maximum final maturity per fixed-rate investment, non-sovereign government floating-rate investment, and sovereign floating-rate investments rated below 'AA-' - 13months (397 days).

Maximum final maturity per sovereign government (including sovereign government related/guaranteed) floating-rate security rated 'AA-' or higher - Two years (762 days).

**Repurchase Agreements.**

Repurchase Agreements with a termination date of 364 days or less collateralized by U.S. Treasury obligations, Federal Agency securities and Federal Instrumentality securities listed above. The purchased securities shall have a minimum market value including accrued interest of 102 percent of the dollar value of the transaction. Collateral shall be held by the PRIME custodian or a sub-custodian, and market value of the collateral securities shall be marked-to-the market daily. Repurchase Agreement counterparties, if rated, shall have a short-term credit rating of at least A-1 or the equivalent and a long-term rating of at least A or the equivalent by at least one Nationally Recognized Statistical Rating Organizations (NRSRO).

**Commercial Paper.**

FLCLASS may invest in “prime quality” commercial paper of corporations organized under the laws of the United States or any state thereof, including paper issued by bank holding companies and high-quality asset-backed securities, with a maturity of 365 days or less. "Prime quality" means that it shall be rated in the two highest ratings category of either S&P or Moody’s or a comparable rating by a NRSRO with not more than 5% with any one issuer.

Attachment: FLCLASS Investment Policy - FLCLASS 5-12-15 Final (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

**Corporate Notes and Bonds.**

FLCLASS may invest in bonds, notes and other evidences of indebtedness or obligations issued by corporations organized under the laws of the United States or any state having a remaining maturity less than or equal to 397 days. All such debt obligations purchased by the Fund shall be rated at least A or better by Standard & Poor's, Moody's, or a comparable rating by another NRSRO with not more than 5% with any one issuer.

**Obligations of Banks.**

Bank instruments are unsecured interest bearing deposits with banks. Bank instruments include, but are not limited to, bank accounts, time deposits, certificates of deposit and banker's acceptances. Yankee instruments are denominated in U.S. dollars and issued by U.S. branches of foreign banks. Eurodollar instruments are denominated in U.S. dollars and issued by non-U.S. branches of U.S. or foreign banks.

Certificates of deposit and bank deposit notes with maturities of one year or less will be considered for purchase if rated in the top short-term rating category of either Moody's or S&P or a comparable rating by another NRSRO. Bank obligations with a remaining maturity of over one year will be considered for purchase if rated A or better by Standard & Poor's or a comparable rating by another NRSRO. The Fund will not invest in any bank obligation with a remaining maturity of greater than 397 days.

**Asset Backed Securities**

Asset Backed Securities that are payable from pools of obligations, most of which involve consumer or commercial debts. Asset backed securities may take the form of commercial paper, notes or pass-through certificates.

**Insurance Contracts**

Insurance Contracts that include guaranteed investment contracts, funding agreements and annuities. The company issuing the insurance contract must have an Insurance Financial Strength rating of A+ or equivalent by a nationally recognized rating agency. The company should have adjusted capital and surplus of at least $250 million. Contracts with any one company should not exceed five percent of that company's capital and surplus.

**Collateralized Certificates of Deposit.**

FLCLASS may invest in collateralized certificates of deposit as permitted by Florida law.

**FDIC Insured Certificates of Deposit.**

FLCLASS may invest in certificates of deposit subject to applicable FDIC insurance limits in effect at the time of purchase.

**Municipal Obligations.**

Any security that is a general or revenue obligation of any state of the United States, the District of Columbia, or any territorial possession of the United States or of any political subdivision, institution, department, agency, instrumentality, or authority of any of such governmental entities. At the time of purchase, the security must be rated in one of its two highest rating categories by two or more NRSRO's that regularly rate such obligations.

The maximum exposure per municipal issuer is 5%

The maximum final maturity per municipal investment is 13 months (397 days)

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**Foreign Securities**

Foreign securities issued in U.S. dollars by issuers based outside the United States. The Administrator considers an issuer to be based outside the United States if:

- it is organized under the laws of, or has a principal office located in, another country;
- the principal trading market for its securities is in another country; or
- it (or its subsidiaries) derived in its most current fiscal year at least 50% of its total assets, capitalization, gross revenue or profit from goods produced, services performed or sales made in another country.
- All such debt obligations purchased by the Fund shall be rated at least A or better by Standard & Poor's, Moody's, or a comparable rating by another NRSRO with not more than 5% with any one issuer. The maximum final maturity per foreign security investment is 13 months (397 days).

**Mortgage-backed Securities**

Mortgage-backed Securities with a final maturity not exceeding 397 days from the date of purchase that are collateralized first mortgage obligations or unstructured pass-through securities and rated at least AA, Aa or the equivalent by at least two NRSROs that rate the issue. The aggregate investment in mortgage-backed securities shall not exceed 25% of the total portfolio, and no more than 5% of the total portfolio shall be invested in any one issuer.

**Securities Issued by Other Money Market Funds.**

No-load money market mutual funds that (i) are registered with and regulated by the Securities and Exchange Commission, (ii) include in their investment objectives the maintenance of a stable net asset value of $1.00, and (iii) are rated AAAm or equivalent by at least one NRSRO.

**Section 218.415(16), Florida Statutes.**

Without limited the foregoing, any investments authorized under Section 218.415(16), Florida Statutes.

Attachment: FLCLASS Investment Policy - FLCLASS 5-12-15 Final (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

# Information Statement

FLCLASS™

An Investment Solution for Public Funds

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FLCLASS

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FLCLASS

## FLCLASS SUMMARY

The Florida Cooperative Liquid Assets Securities System ("FLCLASS" or the "Trust") is an independent local government investment pool designed to meet the cash management and short-term investment needs of Florida governmental entities.

FLCLASS is open to all governmental entities within the State of Florida (the "State") which include, but are not limited to, the following and the officers thereof: any State agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi public authorities or any other political subdivision of the State. FLCLASS is an intergovernmental investment pool authorized under Section 218.415, Florida Statutes and was created by an interlocal agreement by and among State public agencies (the "Interlocal") as described in Section 163.01, Florida Statutes, as amended. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Interlocal. The management of FLCLASS will be under the direction of an appointed Board of Trustees comprised of eligible Participants of the FLCLASS program.

The general objective of the Trust is to generate additional investment income for the Participants while maintaining safety and liquidity. FLCLASS is managed to comply with the specific requirements of Florida law, particularly the laws applicable to the investment of Participants' funds.

FLCLASS will seek to maintain an 'AAAm' rating from Standard & Poor's Ratings Services. Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the 'AAAm' rating signifies excellent safety of invested principal and a superior capacity to maintain a $1.00 per share net asset value. However, it should be understood that the rating is neither a "market" rating nor a recommendation to buy, hold or sell the securities.

## FLCLASS INVESTMENTS

### INVESTMENT OBJECTIVES

FLCLASS provides a professionally managed investment program for local governments. The general objective of FLCLASS is to generate additional investment income for the Participants while maintaining safety and liquidity.

The purpose of FLCLASS is to offer a safe, convenient and liquid investment option to Florida governmental entities. By utilizing economies of scale and professional investment management, FLCLASS will seek to generate competitive market returns in a manner that will provide for the safety of principal while meeting the liquidity needs of the Participants.

The primary investment objectives of FLCLASS in order of priority are:

**SAFETY:** FLCLASS will minimize risks by managing the portfolio in a manner which emphasizes the preservation of principal while maintaining a stable net asset value.

**LIQUIDITY:** FLCLASS provides daily liquidity to Participants of the program. Portfolio maturity and duration parameters are established to provide for the liquidity needs of the Participants.

**TRANSPARENCY:** FLCLASS will ensure transparency by allowing Participants to efficiently obtain portfolio and account information and will offer dedicated client service support with an easy to use technology platform.

**COMPETITIVE RETURNS:** FLCLASS's goal is to provide competitive returns for its Participants while adhering to the primary objectives of Safety and Liquidity. The FLCLASS investment policy and guidelines establish the policies, procedures, and strategies to assure that these objectives are met.

## ELIGIBLE INVESTMENTS

FLCLASS may only be invested in a manner that is permitted pursuant to the laws of the State of Florida and Florida's Investment of Local Government Surplus Funds Act, Florida Statutes, Chapter 218.415. Furthermore, investments will be made in accordance with the Trust's own investment policy which is structured to meet Standard & Poor's investment guidelines needed to maintain the highest attainable rating for a Local Government Investment Pool, 'AAAm', which include investments authorized under Section 218.415(16), Florida Statutes. Visit www.flclass.com for a copy of the complete FLCLASS Investment Policy.

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FLCLASS

**PROHIBITED INVESTMENTS**
No funds of FLCLASS may be invested in the following or in any other type of investment prohibited by Section 218.415(16), Florida Statutes or other applicable law:

(a) Asset backed commercial paper securities that are classified as structured investment vehicles (SIV), collateralized debt obligations (CDO), structured arbitrage vehicles (SAV) or extendible commercial paper.

(b) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

(c) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; and

(d) Collateralized mortgage obligations.

(e) Derivatives

## INVESTMENT RESTRICTIONS

The Trust's investments are subject to the restrictions listed below:

May not make any investment other than investments authorized by the Interlocal and the Investment Policy, as the same may be amended from time to time.

May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by law.

May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending).

May not hold or provide for the custody of any Investment Property in a manner not authorized by law or by any institution or Person not authorized by law; and

May not purchase securities or shares of investment companies or any entities similar to FLCLASS.

## INVESTMENT RISKS

FLCLASS Participants should specifically consider, among other things, the following risks before making a decision to purchase shares of FLCLASS. The following summary does not purport to be comprehensive or definitive of all risk factors.

**INTEREST RATE RISKS:**
The prices of the fixed income securities in which FLCLASS will invest rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as demand for particular fixed income securities, may cause the price of certain fixed income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. The investment manager will seek to manage this risk by purchasing short-term securities.

**CREDIT RISKS:**
Credit risk is the possibility that an issuer of a fixed income security held by FLCLASS will default on the security by failing to pay interest or principal when due. If an issuer defaults, FLCLASS will lose money. The investment manager of FLCLASS will seek to manage this risk by purchasing high quality securities.

**STABLE NET ASSET VALUE RISKS:**
Although the investment manager attempts to manage the Trust such that it maintains a stable Net Asset Value (NAV) of $1.00 per share, there is no guarantee that it will be able to do so. FLCLASS is not registered under the Investment Company Act of 1940 or regulated by the Securities and Exchange Commission.

## FLCLASS ORGANIZATIONAL STRUCTURE

**PARTICIPANTS**
FLCLASS is open to all governmental entities within the State which include, but are not limited to, the following and the officers thereof: any State agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi public authorities or any

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other political subdivision of the State. FLCLASS is an authorized investment as an intergovernmental investment pool under Florida Statutes Section 218.415 and was created by the Interlocal by and among Florida public agencies as described in Section 163.01, Florida Statutes, as amended.

Each Participant shall have the right to invest funds for credit to such Participant's account. There is no minimum amount that must be invested, nor is there any limitation on the aggregate amount of funds that any Participant may invest at one time. Similarly, each Participant has the right from time to time to request payment of an amount equal to or less than the amount of funds in the Participant's account. Subject to meeting the daily times for giving notice, which may be adjusted by the Administrator, there is no limitation on the period of time that funds may be invested through the Trust prior to such payment. Upon receipt of any payment request, the Administrator notifies the Custodian of the payment request from a Participant and the requested amount is paid by the Custodian to, or on behalf of, such Participant not later than the next business day, subject only to certain calamities or crises that may affect the financial markets of the United States, as specified in the Interlocal.

Any Participant may withdraw from the Interlocal at any time without penalty upon written notice to the Administrator, who will notify the Custodian and the Board of Trustees upon receipt of such notice. The withdrawal becomes effective when the Participant's account is equal to zero. If any Participant breaches any material covenants contained in the Interlocal or if any of its representations cease to be true, it shall be deemed to have given notice of withdrawal.

Each Participant must designate a representative to act for the Participant under the Interlocal for all purposes, including the giving of consent on behalf of the Participant and receiving notice on behalf of the Participant.

## BOARD OF TRUSTEES

Pursuant to the Interlocal, FLCLASS is governed by a Board of Trustees (the "Board"). The Board supervises the Trust and its affairs and acts as the liaison between the Participants, the Custodian the Administrator and all service providers. The Board administers the affairs of the Trust and enters into contracts and agreements on behalf of the Trust in order to effectuate the terms of the Interlocal.

Investments made on behalf of the Participants are subject to the overall direction of the program's Board. Initially, the number of Trustees shall be three (3) voting Trustees. The Board may expand the membership of the Board and set initial terms for each additional Trustee, provided, however, the number of Trustees shall always be an odd number, and shall not be less than three (3) at any given time. The Board approves the Trust's investment parameters, which must also fall within the investment stipulations mandated under Florida statutes for the investment of surplus funds of the Participants.

The Board shall appoint qualified Trustee representatives of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of Local Governments: Counties, Cities and Towns, School Districts, Special Districts and Other Public Entities.

## INVESTMENT ADVISOR AND ADMINISTRATOR

Pursuant to an agreement with the Board, Public Trust Advisors, LLC ("Public Trust") serves as the Investment Advisor and Administrator of the Trust.

As Investment Advisor, Public Trust provides investment services to the Board. Public Trust is an investment advisory firm located in Orlando, Florida.

Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the Trust, determines and allocates income of the Trust, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the Trust, determines the NAV of the Trust on a daily basis, and performs all related administrative services for the Trust. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the Trust based upon a number of factors. This evaluation includes a comparative analysis of the Trust's investment results in relation to industry standards, such as the performance of comparable money market mutual funds

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and various indices of money market securities.

## CUSTODIAN

Wells Fargo Bank, N.A. serves as Custodian for FLCLASS pursuant to a Custodian Agreement with the Board. Wells Fargo Bank, N.A. acts as safekeeping agent for FLCLASS's investment Portfolio(s) and serves, in accordance with the statutes of the State, as the depository in connection with the direct investment and withdrawal mechanisms of FLCLASS. Wells Fargo does not participate in the Trust's investment decision-making process.

The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an individual beneficial interest in the Investment Property to the extent of such Participant's balance.

The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property.

## LEGAL COUNSEL

Greenberg Traurig, P.A. serves as legal counsel to FLCLASS.

Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, FL 32801

## INDEPENDENT AUDITORS

An independent certified public accounting firm has been engaged to audit the annual Financial Statements of FLCLASS. The audit contains statements of assets and liabilities, of operations and of changes in net assets. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of FLCLASS made in accordance with generally accepted accounting principles (GAAP).

## ACCOUNT ACTIVITY

### HOW TO OPEN AN ACCOUNT

Any eligible Florida unit of local government may join FLCLASS as a Participant to utilize the investment program.

After reviewing the Interlocal and Information Statement, simply complete the FLCLASS Registration Packet which can be located in the document center at www.flclass.com.

Please email all completed forms, along with a copy of the entity's investment policy, to info@flclass.com or send them via mail to the following address:

FLCLASS Client Services
c/o Public Trust Advisors, LLC
201 E. Pine Street, Suite 750
Orlando, FL 32801

## PARTICIPANT TRANSACTIONS

In order to become and remain a Participant, an entity must maintain a minimum account balance of $1.00. Participants may have more than one account.

## CONTRIBUTIONS

Investments may be made by Automated Clearing House (ACH) transfer or wire transfer. Investments (contributions) received by the Trust by 3:00 p.m. EST will be invested along with the other funds in the portfolio. Funds received after 3:00 p.m. will be invested overnight by the Trust's Administrator in the Trust's interest bearing bank account at Wells Fargo.

## REDEMPTIONS

Withdrawals from FLCLASS may be made via ACH or wire transfer. Requests for withdrawal from accounts with pre-established wire instructions will be honored on a same-day basis if received prior to 3:00 p.m. Special wire transfer requests are available only with written documentation.

There is no maximum or minimum amount that must be invested in FLCLASS pursuant to the Interlocal nor is there any maximum or minimum limitations on the aggregate amount of the Investment Funds that any Participant may have invested at any one time with FLCLASS.
The Administrator shall determine, with the consent of the Board, when an event occurs which entitles

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the Custodian to temporarily suspend or postpone a Participant's right to withdrawals which may be for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by Federal, State or the State of New York authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures.

## PORTFOLIO TRANSACTIONS

Subject to the general supervision of the Board, the Investment Advisor is responsible for placing the orders for portfolio transactions. The Trust's portfolio transactions occur only with broker dealers acting as principals, except for commercial paper transactions which may be placed directly.

Although the Trust does not ordinarily seek but nonetheless may make profits through short-term trading, the Investment Advisor may, on behalf of the Trust, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The Trust's policy of investing in instruments with maturities of less than two years will result in high portfolio turnover. However, since brokerage commissions are not paid on the types of investments, which the Trust may invest, any turnover resulting from such investments does not adversely affect the net asset value or net income of the Trust.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of orders for the purchase and sale of portfolio securities. Portfolio investments will not be purchased from or sold to the Investment Advisor and Administrator, the Custodian or any Trustee, or any affiliate, officer, director, employee or agent of any of them.

## DETERMINATION OF NET ASSET VALUE

The Administrator determines the net asset value of the shares of the portfolio as of the close of business of each day. The net asset value per share of the portfolio is computed by dividing the total value of the securities and other assets of the portfolios, less any liabilities, by the total outstanding shares of the portfolios. Liabilities, which include all expenses and fees of the Trust, are accrued daily.

For the purpose of calculating the portfolio's net asset value per share, the securities held by the portfolio are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith.

The result of this calculation is a share value, which is rounded to the nearest penny. Accordingly, the price at which portfolio shares are sold and redeemed will not reflect net realized or unrealized gains or losses on portfolio securities which amount to less than $.005 per share. The Trust will endeavor to minimize the amount of such gains or losses. However, if net realized and unrealized gains or losses should exceed $.005 per share, a portfolio's net asset value per share will change from $1.00 or be maintained at $1.00 per share by retention of earnings or the reduction, on a pro rata basis, of each Participant's shares in the event of losses, or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of the Trust to maintain a net asset value of $1.00 per share, but for the reasons herein stated there can be no assurance that the net asset value will not vary from $1.00 per share. The net asset value per share of the Trust may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the Trust. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

## COMPUTATION OF YIELDS

The Trust quotes a daily and seven-day average yield

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for the portfolio in reports and information published by the Trust. To obtain the daily yield, a daily yield factor is first calculated. The factor is the net income for that day divided by the number of shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. The Trust may also quote its yield from time to time on other bases for the information of its Participants.

The yields quoted from time to time should not be considered a representation of the yield of the Trust in the future since the yield is not fixed. Actual yields will depend not only on the type, quality and maturities of the investments held by the Trust and changes in interest rates on such investments, but also on changes in the Trust's expenses during the period.

Yield information may be useful in reviewing the performance of the Trust's portfolios and for providing a basis for comparison with other investment alternatives.

## DAILY INCOME ALLOCATIONS

All net income of the portfolio is determined as of the close of business each day (and at such other times as the Board may determine) and is credited immediately thereafter pro rata to each Participant's account. Net income which has thus accrued to the Participants is converted as of the close of business of each day into additional shares which are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one-dollar credited.

Net income for the portfolio each day consists of: (1) all accrued interest income on assets of the portfolio; plus or minus (2) any amortized purchase discount or premium; less (3) accrued expenses.

## REPORTS TO PARTICIPANTS

**ANNUALLY:** The Administrator shall prepare or cause to be prepared at least annually a report of operations containing a statement of the Investment Property and the Investment Property Liabilities, statements of operations, and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied. Additionally, an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property.

**MONTHLY:** Subsequent to the end of each month, the Administrator shall prepare and submit, to each Participant, a statement disclosing any activity and a closing balance in each of its accounts for such month. Additionally, the Administrator, upon the request of a Participant shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

## ADDITIONAL FLCLASS INFORMATION

### INTERNAL CONTROLS

Per Section 218.409(2), Florida Statutes, the Administrator is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of FLCLASS are protected from loss, theft or misuse. The Administrator shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Board of Trustees, where applicable, and with the independent auditor. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, or negligent actions by employees and officers of the Administrator.

## NAV DEVIATION POLICY

FLCLASS is a local government investment pool with a portfolio that operates similar to a registered money market fund with the objective of maintaining a net asset value (NAV) of $1.00 per share. NAV deviations can occur due to changes in market interest rates, funds flowing into or out of the portfolio, gains or losses on the investments held in the portfolio, or unforeseen credit events for a security held in the portfolio. The NAV is calculated on a daily basis by dividing the net assets of the portfolio by the number of outstanding shares of the portfolio.

The Administrator will obtain independent prices for each security in the portfolio on a daily basis to prepare a mark-to-market assessment of the difference between the amortized cost and market value of each holding. In cases where the price of a security is difficult to obtain,

Attachment: FLCLASS Information_Statement_smaller (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

the Administrator must solicit a minimum of two dealer bids for that security. If the NAV calculation results in a deviation of 0.15 percent, or 15 basis points, the Administrator will promptly notify the Chairman of the Board to recommend what action, if any, is being taken to stabilize the NAV, and maintain the fund objectives of capital preservation and liquidity. The agreed upon plan will be documented in writing.

If the NAV calculation results in a deviation of 0.25 percent, or 25 basis points, the Administrator will consult with the Chairman of the Board on a daily basis to determine what action, if any, should be initiated to remedy the NAV deviation within 5 business days of such occurrence. If the NAV deviation cannot be remedied within one week, the Administrator will inform Standard & Poor's of the NAV deviation. The agreed-upon plan of action will be documented in writing.

If the NAV calculation results in an actual deviation of 0.50 percent, or 50 basis points, the Board and the Administrator will determine the appropriate course of action including but not limited to (a) notification to Participants, (b) temporarily halting redemptions and subscriptions and (C) determining fund liquidation procedures, if deemed appropriate. If at any time the Administrator believes the extent of the NAV deviation from the portfolio's amortized cost value may result in a material dilution or other unfair results to the existing Participants' beneficial interests, the Administrator shall take such action as deemed appropriate to eliminate or reduce to the extent reasonably practicable such dilution or unfair results.

## FLCLASS EXPENSES

Public Trust, the Administrator and Investment Advisor, is responsible for payment of the costs of operation of the Trust, including, but not limited to, Administrator and Investment Advisor fees, Custodian fees, operations and marketing expenses. Included in the costs paid by Public Trust are certain amounts, which are agreed to each year for the payment of Trustee expenses, legal expenses and audit expenses. If the actual cost for the total of those items exceeds the amount agreed to annually, Public Trust and the Board will negotiate a fair and equitable allocation of the excess cost. Any expenses incurred by the Trust in excess of the fee paid to Public Trust are apportioned on a pro rata basis to the portfolio.

## FLCLASS FEES

For the performance of its obligations set forth in the Program Administrative and Investment Advisor Services Agreement (the "Administrator Agreement"), the Administrator will charge a fee from the Investment Property Value (the "Daily Fee"). This Daily Fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which the Administrator Agreement is in effect. The Daily Fee shall be calculated as follows: The Investment Property Value is multiplied by the Applicable Fee Rate and is divided by 365 or 366 days in the event of a leap year to equal the Daily Fee accrual. The Investment Property Value shall be based on the current day's shares outstanding. For weekend days and holidays, the shares outstanding for the previous business day will be utilized for the calculation of fees. The Applicable Fee Rate shall be determined by the Administrator monthly on the first business day of each month and shall be at an annual rate equal to up to fifteen (15) basis points. The Administrator is authorized to debit the applicable monthly fee amount within five (5) business days after the end of such month. All payment records and invoices will be presented at each subsequent meeting of the Board. Fees may be waived or abated at any time, or from time to time, at the sole discretion of the Administrator. Any such waived fees may be restored by the written agreement of the Board.

## DISCLAIMER

Any financial and/or investment decision should be made only after considerable research, consideration and involvement with an experienced professional engaged for the specific purpose. Past Performance is no guarantee of future results. Any financial and / or investment decision may incur losses.

For fully detailed FLCLASS operating rights and responsibilities refer to the FLCLASS Interlocal Agreement.

Attachment: FLCLASS Information_Statement_smaller (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

FLCLASS

Attachment: FLCLASS Information_Statement_smaller (2091 : Florida Cooperative Liquid Assets Securities System (FLClass))

## FLORIDA OFFICE

**Public Trust Advisors, LLC**
201 E. Pine Street, Suite 750
Orlando, Florida 32801
Phone (407) 588-9667

## ONLINE

www.flclass.com
info@flclass.com

*07/17*

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Agenda Item**

**MEETING DATE:** **July 10, 2018**
**FROM:** **Valerie Manning**
**SUBJECT:** **Team Volusia - Economic Development Agreement FY2018-2019**
**NUMBER:** **(ID # 2098)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

This is an Economic Development Agreement for FY2018-2019 with Team Volusia. This agreement mirrors the program requirements of the 2017-2018 agreement.

## FISCAL ANALYSIS:

This is a fully budgeted item in the proposed FY2018-19 budget.

## STAFF RECOMMENDATION:

Approve the FY2018-2019 agreement with Team Volusia.

## COMMISSION GOAL:

**N/A**

## MOTION:

**Approve as submitted by staff.**

- Team Volusia Economic Development Corporation Letter to City for FY2018-2019 (PDF)
- Cooperative Economic Development Agreement FY2018-2019 (PDF)

TEAMVOLUSIA
GREATER DAYTONA REGION

July 1, 2018

Mr. Joe Forte
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Dear Joe,

As your City enters the 2018/2019 budget and planning cycle, please accept this updated draft of your current Team Volusia Economic Development Corporation Agreement. It is our hope that you find this draft agreement useful as a worksheet in assisting you with your 2018/2019 budgeting and planning. We have mirrored the program requirements of the 2017/2018 agreement. Please review the document and let us know if you have any questions. If the document is satisfactory, when approved, please return the two signed copies to our offices. I will attach my signature and return one original for your files.

We look forward to hearing from you and encourage you to please contact us concerning any area of additional needs by your City and City Commission. We at Team Volusia EDC look forward to continuing our relationship with your City as together we bring economic prosperity to Volusia County.

Respectfully,

Keith A. Norden, CEcD
President and CEO



Attachment: Team Volusia Economic Development Corporation Letter to City for FY2018-2019 (2098 : Team Volusia - Economic Development

# COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____day of _____, 2018 by and between the City of Holly Hill, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

WHEREAS, the TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through the TVEDC; and

WHEREAS, the City Commission of the City of Holly Hill has as agreed to appropriate the amount of ***Five Thousand Nine Hundred Forty-five Dollars ($5,945.00)*** at .50 cents per capita, in the budget for the fiscal year 2018–2019 to support economic development activities, and such sum qualifies the City for a seat on the TVEDC Executive Committee.

WHEREAS, the City of Holly Hill desires to contract with the TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and the TVEDC hereby agree as follows:

1. **Purpose of Agreement**. The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well being of the citizens of the City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic development program and to ensure accountability for the use of public funds.

2. **Program Funding.** The City shall pay to the TVEDC the sum of Five Thousand Nine Hundred Forty-Five Dollars ($5,945.00), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual, two (2) semi-annual or four (4) quarterly payments that total the agreed amount beginning on October 1, 2018. The TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The City will receive quarterly reports which detail the activities of the TVEDC including the most recent monthly financial statement and the percentage of public verses private funds.



Attachment: Cooperative Economic Development Agreement FY2018-2019 (2098 : Team Volusia - Economic Development Agreement FY2018-

3. **Program Requirements.** The TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City of Holly Hill and to foster expansion of existing businesses within the City of Holly Hill; pursuant to TVEDC's Program of Work approved by TVEDC Board of Directors.

4. **Report of Operations.** Upon request, the TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.

5. **Future Appropriations.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.

6. **Term of Agreement.** This agreement shall commence on October 1, 2018 and shall continue in force for a one-year period ending September 30, 2019. In addition, this agreement may be terminated upon any of the following events;

    a. Written notice of termination of the Agreement by either party with or without cause.
    b. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

7. **Notices.** Notices required under this Agreement shall be sent by email, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

| | |
|---|---|
| City: | City Manager<br>City of Holly Hill<br>1065 Ridgewood Avenue<br>Holly Hill, FL 32117 |
| TVEDC: | Keith Norden<br>President & CEO<br>Team Volusia EDC<br>One Daytona Blvd, Suite 240<br>Daytona Beach, FL 32114 |

8. **Indemnification.** The TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the grossly negligent or malicious performance of its operations under this Agreement.

9. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.



Attachment: Cooperative Economic Development Agreement FY2018-2019 (2098 : Team Volusia - Economic Development Agreement FY2018-

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2018.

**City of Holly Hill**, a Florida municipal corporation

By: _____ Date: _____
City of Holly Hill, Mayor

Attest: _____ Date: _____
City of Holly Hill – City Manager

Attest: _____ Date: _____
City of Hill, City Clerk

**Team Volusia Economic Development Corporation**, a Florida non-profit corporation

By: _____ Date: _____

Title: _____

Attest: _____ Date: _____

Attachment: Cooperative Economic Development Agreement FY2018-2019 (2098 : Team Volusia - Economic Development Agreement FY2018-

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **July 10, 2018**
**FROM:** **Antoine Khoury**
**SUBJECT:** **Resolution 2018-R-47 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #4 in the Amount of $185,950.00 to RJ Landscape Contractors, Inc.; and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.**
**NUMBER:** **(ID # 2085)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

On October 24, 2017, the City Commission awarded a Bold Landscaping contract to RJ Landscaping Contractors, Inc., in the amount of $839,700.00 for US1 Medians. In February and May, 2018, change orders were approved by the City Commission to increase the original contract by a total of $154,300.00.

The City desires to utilize the existing contract unit pricing to authorize irrigation repair, extend the maintenance contract, and extend the substantial completion date by 17 days.

An existing water line was mismarked in the field and was impacted by the utility undergrounding construction. The line served median irrigation. Repair of the line in its current location was not feasible so an alternative was developed and agreed upon and results in an increase of $1,950.00.

The City desires to extend the maintenance of the medians by the Contractor from 1 year to 3 years, until July 31, 2021 resulting in an increase of $184,000.00.

The Contractor's work effort was impacted by 6 confirmed weather days and 11 holiday/no-work days. A total of 17 days is hereby added to substantial completion making that date July 4, 2018.

## FISCAL ANALYSIS:

Funding for these changes will be from the CRA account #130-5510-552-63-00.

## STAFF RECOMMENDATION:

Staff recommends approval of Change Order #3 in the amount of $185,950.00.

**COMMISSION GOAL**:

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #2:** Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

**Goal #3:** Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

**MOTION**:

**APPROVE RESOLUTION 2018-R-47, AWARDING CHANGE ORDER #4 IN THE AMOUNT OF $185,950.00 TO RJ LANDSCAPE CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR THE SAME.**

**ATTACHMENTS:**

- Change Order #4 (PDF)
- Standard Grounds Maintenance Contract (PDF)

# Resolution No. (ID # 2085)

## RESOLUTION 2018-R-47 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #4 IN THE AMOUNT OF $185,950.00 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**RESOLUTION 2018-R-47**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #4 IN THE AMOUNT OF $185,950.00 TO RJ LANDSCAPE CONTRACTORS, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The City of Holly Hill received a Bold Landscaping Grant from FDOT for an amount not to exceed $860,233.00 in 2016 to re-landscape the median on US1: and

**WHEREAS,** The City of Holly Hill awarded a contract to RJ Landscape Contractors, Inc. in the amount of $839,000.00 on October 16, 2017 to perform contracted landscape improvements to the medians of US1; and

**WHEREAS,** The City desires to utilize the existing contract unit pricing to authorize irrigation repairs for an increase of $1,950.00, extend the maintenance contract from 1 year to 3 years for an increase of $184,000.00, and extend the substantial completion date by 17 days making that date July 4, 2018 and the total increase $185,950.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill does hereby desire to utilize the existing contract unit pricing to authorize irrigation repairs, extend the maintenance contract from 1 year to 3 years, and extend the substantial completion date by 17 days resulting in Change Order #4.

**SECTION 2.** That the City Commission does hereby award Change Order #4 in the amount of $185,950.00 to RJ Landscape Contractors, Inc., and authorizes the City Manager to execute the appropriate contract documents.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately its upon adoption.

**APPROVED AND AUTHENTICATED this 10th day of JULY, 2018.**

# CHANGE ORDER FORM

PROJECT: ***US-1 Median Landscaping Improvements Between Mason Ave. to Calle Grande St.***
BID: ***16CRA1***
FPN: ***439690-1-58-1***

CHANGE ORDER NO. 4

CONTRACTOR: RJ Landscape Contractors, Inc.

The following changes are hereby made to the Contract Documents:

| | |
|---|---|
| CHANGE IN CONTRACT PRICE:<br><br>Original Contract Price:<br><br>$ 839,700.00 | CHANGE IN CONTRACT TIMES:<br><br>Original Contract Times:<br><br>Substantial Completion: 150 days, June 7, 2018<br><br>Final Completion: +30 days, July 7, 2018 |
| Net changes from previous Change Orders:<br><br>$ 154,300.00 | Changes in contract time from previous Change Orders:<br><br>10 Days (Substantial & Final) |
| Contract Price prior to this Change Order:<br><br>$ 994,000.00 | Contract Completion Date prior to this Change Order:<br><br>Substantial Completion: 160 days, June 17, 2018<br><br>Final Completion: +30 days, July 17, 2018 |
| Net Increase (decrease) of this Change Order:<br><br>$ 185,950.00 | Changes in contract time requested this Change Order<br><br>17 Days (Substantial)<br>1,123 Days (Final) |
| Contract Price with all approved Change Orders:<br><br>$ 1,179,950.00 | Contract Times with all approved Change Orders:<br><br>Substantial Completion: 177 days, July 4, 2018<br><br>Final Completion: +1,123 days, July 31, 2021 |



Attachment: Change Order #4 (2085 : Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4)

CHANGES ORDERED:

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract amount is hereby increased by $185,950.00

CONTRACT TIME: The contract time is hereby increased by 17 days for substantial with an additional 1,123 days for final completion.

III. JUSTIFICATION:

CONTRACT PRICE: The breakdown for the contract price increase is as follows:

| | |
|---|---|
| Irrigation Repair | $ 1,950.00 |
| Extended Maintenance | $184,000.00 |

An existing water line was mismarked in the field and was impacted by the utility undergrounding construction. The line served median irrigation. Repair of the line in its current location was not feasible so an alternative was developed and agreed upon. The attached proposed describes the work completed and was found to be fair and reasonable by the Owner and Engineer.

The Owner desires to extend the maintenance of the medians by the Contractor from 1 year to 3 years, until July 31, 2021. See attached proposal from Contractor. The Owner has found the proposal fair and reasonable.

CONTRACT TIME:

The Contractor's work effort was impacted by 6 confirmed weather days (3/19, 3/20, 4/10, 5/14, 5/16 & 5/21/18) and 11 holiday/no-work days (3/9 – 3/18/18 Bike Week & 5/28/18 Memorial Day). The Owner and Engineer agreed that that this additional time is warranted. A total of 17 days is hereby added to substantial completion.

The final completion is hereby extended for the extended maintenance.



Attachment: Change Order #4 (2085 : Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4)

IV. PAYMENT: Payment shall be made per the lump sum price for the irrigation repair. Payment for the extended maintenance shall be made per the contract on a monthly basis, beginning July 2019. No retainage will be applied to the extended maintenance payments.

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Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

QLH, a Mead & Hunt Company
(Engineer)

By:_____
(Authorized Signature) (Date)

David King, P.E.,
Name Typed

ACCEPTED BY:

RJ Landscape Contractors, Inc.
(Contractor)

_____
(Authorized Signature) (Date)

_____
Name Typed

APPROVED BY:

City of Holly Hill
Owner

By:_____
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

END OF SECTION



Attachment: Change Order #4 (2085 : Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4)

# *Proposal*

RJ LANDSCAPE CONTRACTORS

1766 Taylor Road
Port Orange, Florida 32128
Ph (386) 767-3008 Fax (386) 767-1041
Email: office@rjlandscapecontractors.com

| PROPOSAL SUBMITTED TO | PHONE | FAX | DATE |
|---|---|---|---|
| A Mead & Hunt Company | (386) 337-3273 | | May 17, 2018 |
| STREET | | JOB NAME | |
| 4401 Eastport Parkway | | US-1 Median Landscaping Improvements FM#4396901581 | |
| CITY, STATE and ZIP CODE | | JOB LOCATION | |
| Port Orange, FL 32127 | | Holly Hill, FL | |
| ARCHITECT | DATE OF PLANS | Attn. | JOB PHONE |
| | | David King | |

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
One Thousand Nine Hundred Fifty dollars ($1,950.00).
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We hereby submit specifications and estimates for:

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Problem – Mainline source broken at 8th street intersection along directional bore. Median #6 inoperative

Solution – Locate broken mainline source which is fed from tap located in median #8, cap mainline at valve location in median #7 to render mainline feed under 8th Street inoperative. Proceed south to median #5 tap location and run new 2" mainline north to median #6 valve location to supply median #6, we used a directional bore provided between medians #5 and #6 by drilling contractor.

**Labor & Materials: $1,950.00**

*Acceptance of Proposal* — **The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.**

**Date of Acceptance**

**Signature**

**Signature**

Attachment: Change Order #4 (2085 : Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4)

# RJ Landscape Contractors, Inc.

# Standard Grounds Maintenance Contract

1766 Taylor Road
Port Orange, FL 32128
**Phone**: 386-767-3008 **Fax:** 386-767-1041

Property Location: U.S. 1 Median Landscaping Improvements
from Mason Avenue to Calle Grande
Holly Hill, FL
FM#439690-1-58-01
Bid# 16CRA1



Attachment: Standard Grounds Maintenance Contract (2085 : Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4)

Attachment: Standard Grounds Maintenance Contract (2085 : Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4)

## I. SCOPE

The work embraced under the following specifications shall include the maintenance of all lawn areas, shrubs, and groundcover. It will also provide the labor for all pruning, weed control, and debris cleanup. All equipment and tools needed to perform the above work shall be included in the contract price.

## II. INSURANCE, WORKERS' COMPENSATION

RJ Landscape Contractors maintains Workmen's Compensation Insurance for all employees at any job site at any time. Proof of this insurance may be furnished upon request. RJ Landscape Contractors also maintains Public Liability and Property Damage Insurance in the amount of $1,000,000.00 for all employees or sub-contractors involved in our work process. Proof of this insurance will also be furnished upon request.

## III. SUPERVISION

At the site of the job there will be a foreman who shall have full authorization to act for the contractor. This foreman will be on the job site during the entire work process.

## IV. FERTILIZATION

We highly recommend a granular fertilizer for the turf, shrubs, and trees twice annually. (Feb-Mar / Aug. – Sept) Fertilizing will insure that your landscaping will reach its aesthetic potential and to promote healthy, vigorous growing plants and turf that will be able to resist disease and drought situations. Fertilizer costs are included in this contract, and will be installed twice annually (March and September).

## V. MULCHING

Mulching of all planting beds should be maintained throughout the year. Turning of mulch shall be done on a regular basis to ensure a neat appearance. New mulch shall be added once annually (Feb – March). Mulch costs are not included in this contract, and will be installed at the current market price.

## XI. IRRIGATION

RJ Landscape is a licensed irrigation contractor. RJ Landscape Contractors will make any irrigation repairs necessary at no cost to owner for any damages caused by our work process. RJ Landscape will include service calls six times annually to insure your system is in proper working order. The labor for these service calls are included in this contract. We will invoice for any damaged materials that need to be replaced on these service calls. Pricing for these materials are as follows:
Hunter Spray Nozzles @ $2.00 per
Hunter 6" pop-up PRS-30 spray heads @ $15.00 per
Hunter ICV 1 ½" Filter Electric Solenoid Valves @ $200.00 per
Rainbird TBOS Controllers with latching solenoids @ $250.00 per

## XII. CLEAN UP

RJ Landscape Contractors will perform all the necessary clean up procedures after each visit to ensure that no debris caused by the cutting process is left. Mulch plates are used on all of our mowers so that most of the grass clippings stay inside the medians and all excess grass will be blown back into the medians.

## XIII. CONTRACTORS RECORD

RJ Landscape Contractors shall keep accurate records on all phases of the work process and the materials used. Amounts and types of fertilizers used along with dates applied, mulching and work visit dates will also be provided to the Owner upon request.

## XIV. CONTRACTOR OBLIGATION

RJ Landscape Contractors will in good workman like manner, perform all work and furnish all equipment necessary to fulfill the obligations of this contract including the proper M.O.T. and safety signs required per FDOT standards.

## XV. TERMINATION OF CONTRACT

The parties of this contract agree to the terms of this contract and its dates, however, after written notice of any dispute that cannot be resolved, a 60 day notice of cancellation is required for non-performance of this contract.

## XVI. PAYMENTS TO CONTRACTOR

All payments will be made in a monthly sum; this sum to be $ 7,666.00 per month/ $92,000.00 annually. Statements will be sent out prior to the end of each month and payment is due by the 10th of the following month.



Attachment: Standard Grounds Maintenance Contract (2085 : Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4)

Attachment: Standard Grounds Maintenance Contract (2085 : Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4)

## VI. MOWING

Mowing of grass areas shall be done on a weekly basis in the growing season (May 15th – October 15th), and will be cut in the off season (October 15th – May 15th) every 10 days to 2 weeks as dictated by the weather. Turf cuttings return valuable nutrients to the soil and therefore, bagging of turf clippings will not be done. At no time will clippings be visible after the mowing process is completed. The mowing heights shall never be less than 2 ½ inches nor more than 3 ½ inches.

## VII. EDGING AND TRIMMING

All plant beds, annual beds, sidewalks, driveways and curbs shall be edged or trimmed each time the grass is cut.

## VIII. HEDGING AND PRUNING

All shrubbery shall be pruned or hedged as necessary the year round. Major pruning or thinning shall be done in the spring to prepare for the growing season. Light pruning or hedging shall be done throughout the growing season to maintain desired shapes of shrubbery.

## IX. TREE TRIMMING

Specific to this project we will trim the 115 Date Palms once annually in late summer after seeding and remove all "hangers" throughout the year. We will provide night lane closures in December/January each year to properly prune 86 Crape Myrtle Standards with a lift as required. These costs are included in this contract.

## X. PEST CONTROL

This contract includes lawn spray of the medians to be done every other month with an insecticide, herbicide and fungicide as needed to provide healthy St. Augustine grass.

**This Agreement** made this _____ day of _____, in the year Two Thousand Eighteen (2018) commencing on July 1, 2019 and terminating on July 31, 2021, by and between **RJ Landscape Contractors, Inc.,** hereinafter called the Contractor and City of Holly Hill, hereinafter called the Owner.

Witness:

_____

By:_____
RJ Landscape Contractors, Inc.
1766 Taylor Rd.
Port Orange, FL 32128
(386) 767-3008 Fax (386) 767-1041

_____

By:_____
Department of Public Works
City of Holly Hill
453 LPGA Blvd., Holly Hill, FL 32117
(386) 248-9463 Fax (386) 248-9499



Attachment: Standard Grounds Maintenance Contract (2085 : Bold Landscaping Contract to RJ Landscape Contractors, Inc. Change Order #4)

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Agenda Item**

**MEETING DATE:** **July 10, 2018**
**FROM:** **Valerie Manning**
**SUBJECT:** **Holiday Calendar FY2018-2019 - Floating Holiday**
**NUMBER:** **(ID # 2093)**
**APPLICANT:**
**PLANNER:** **Diane Cole**

## DISCUSSION:

Per the city's Personnel and Regulations, Section 7.3 Holidays - "Floating holiday to be determined by the City Commission/City Manager usually around the Christmas holiday."

## FISCAL ANALYSIS:

**N/A**

## STAFF RECOMMENDATION:

Approve floating holiday as submitted by staff.

## COMMISSION GOAL:

**N/A**

## MOTION:

**Approve the attached holiday calendar for FY2018-2019.**

- Holiday Calendar for FY2018-2019(PDF)

# 2018-2019 FISCAL YEAR HOLIDAY CALENDAR

## HOLIDAYS

| | | | |
|---|---|---|---|
| 1 | Thursday | 22-Nov-18 | Thanksgiving |
| 2 | Friday | 23-Nov-18 | Friday after Thanksgiving |
| 3 | Monday | 24-Dec-18 | Floating Holiday |
| 4 | Tuesday | 25-Dec-18 | Christmas Day holiday |
| 5 | Tuesday | 1-Jan-19 | New Year's Day holiday |
| 6 | Monday | 21-Jan-19 | Martin Luther King Day |
| 7 | Friday | 19-Apr-19 | Good Friday |
| 8 | Monday | 27-May-19 | Memorial Day |
| 9 | Thursday | 4-Jul-19 | Independence Day |
| 10 | Monday | 2-Sep-19 | Labor Day |

Attachment: Holiday Calendar for FY2018-2019 (2093 : Holiday Calendar FY2018-2019 - Floating Holiday)

**City Commission**
1065 Ridgewood Ave
Holly Hill, FL 32117

**SCHEDULED**

Meeting: 07/10/18 07:00 PM
Department: Public Works
Category: City Manager Comments
Prepared By: Beth Wrenn
Initiator: Antoine Khoury
Sponsors:
DOC ID: 2096

**CITY MANAGER COMMENTS (ID # 2096)**

# Wastewater Valve Replacement (17WW01) Change Order #1

**DISCUSSION:**

The Wastewater Valve Replacement (17WW03) Project was bid by the City of Holly Hill on November 19, 2017 and bids were opened on December 17, 2017. The low bid of $81,704.30 was submitted by Cain Enterprises, LLC, dba Engineering Solutions International of Ocala, Florida (Contractor) who was awarded the project January 23, 2018.

The rebuild of the valve boxes at the four lift stations is complete except for the coating (painting) of the inside walls of the vaults. Due to the excessive rain the Contractor has not been able to complete the coating as moisture penetrating the concrete has caused the coating to fail to adhere. Due to this the below grade valve vault walls remain wet and are unable to be painted. Additional time is needed for the painting to occur during a drier season when the groundwater levels are lower and valve vaults dry. The Contractor is requesting an additional 95 days on the Final Completion date of this project, making the new Final Completion date September 30, 2018.

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order.

It is expressly understood and agreed that the approval of the Change Order shall have not effect on the original contract other than matters expressly provided herein;

The change in delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions from, caused by, or incident to such modifications and change orders.

# CHANGE ORDER FORM

PROJECT: *Wastewater Valve Replacement*
BID: *17-WW03*

CHANGE ORDER NO. 1

CONTRACTOR: Engineering Solutions International

The following changes are hereby made to the Contract Documents:

| | |
|---|---|
| CHANGE IN CONTRACT PRICE:<br>Original Contract Price:<br>$ 81,704.30 | CHANGE IN CONTRACT TIMES:<br>Original Contract Times:<br>Substantial Completion: 90 days, May 28, 2018<br>Final Completion: +30 days, June 27, 2018 |
| Net changes from previous Change Orders:<br>$ 0.00 | Changes in contract time from previous Change Orders:<br>0 Days |
| Contract Price prior to this Change Order:<br>$ 81,704.30 | Contract Completion Date prior to this Change Order:<br>Substantial Completion: 90 days, May 28, 2018<br>Final Completion: +30 days, June 27, 2018 |
| Net Increase (decrease) of this Change Order:<br>$ 0.00 | Changes in contract time requested this Change Order<br>95 Days on Final |
| Contract Price with all approved Change Orders:<br>$ 81,704.00 | Contract Times with all approved Change Orders:<br>Substantial Completion: 90 days, May 28, 2018<br>Final Completion: +125 days, September 30, 2018 |



Attachment: Change Order #1 (2096 : Wastewater Valve Replacement (17WW03) Change Order #1)

CHANGES ORDERED:

I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

CONTRACT PRICE: N/A

CONTRACT TIME: The contract time is hereby increased by 95 days.

III. JUSTIFICATION:

CONTRACT PRICE: N/A

CONTRACT TIME: Due to elevated groundwater levels, the below grade valve vault walls remain wet and are unable to be painted. Additional time is being provided for the painting to occur during a drier season when the groundwater levels are lower and valve vaults dry.

IV. PAYMENT: N/A



Attachment: Change Order #1 (2096 : Wastewater Valve Replacement (17WW03) Change Order #1)

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Mead & Hunt
(Engineer)

By: 6/27/18
(Authorized Signature) (Date)

Kevin Lee, P.E.
Name Typed

ACCEPTED BY:

Engineering Solutions Intl.
(Contractor)

6/27/2018
(Authorized Signature) (Date)

FREDRICK LAIVE GM
Name Typed

APPROVED BY:

City of Holly Hill
Owner

By: 6-27-2018
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

END OF SECTION



Attachment: Change Order #1 (2096 : Wastewater Valve Replacement (17WW03) Change Order #1)