

***The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow
Together***

**CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER
335 SW 2ND AVENUE, SOUTH BAY FL 33493**

**TUESDAY, MARCH 06, 2018
7:00 P.M.**

**www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950**

Mayor:	Joe Kyles Sr.
Vice Mayor:	John Wilson
Commissioner:	Esther Berry
Commissioner:	Taranza McKelvin
Commissioner:	Shanique Scott
 City Manager:	 Leondrae D. Camel

City Attorney: Burnadette Norris-Weeks
City Clerk: Jessica Figueroa

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not; however, public forums. Any resident who wishes to address the commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON AGENDA ITEM

- **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity For The Public To Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION, MANNER AND TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at

hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and that, for such purpose, he or 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.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the Mayor may recess or adjourn the meeting. Please silence all cell phones and pagers.

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Manager at 561-996-6751.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at 561-996-6751 for assistance.

**AGENDA
CITY OF SOUTH BAY
CITY WORKSHOP
CITY COMMISSION CHAMBERS
MARCH 06, 2018 @ 6:30 P.M.**

*South Bay, the Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together*

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, pursuant to F.S. 286.01055. The City of South Bay does not prepare or provide such records.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - 3a.** City of South Bay Office of Economic and Business Development Housing Rehabilitation Guidelines
 - 3b.** Agenda Items – March 06, 2018
- 4. ADJOURNMENT**

***South Bay, the Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together***

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda item must complete their "Request for Appearance and Comment" card and present completed form to the City Clerk.

- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA IN SUPPORT OF THE CREATION OF A COMMUNITY REDEVELOPMENT AGENCY (CRA) WITHIN THE VILLAGE OF PALM SPRINGS, FLORIDA; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE.

6a. RESOLUTION 12-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A CHARITABLE SPONSORSHIP IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS TO THE FAIRVIEW GOLF CLUB, INC. IN ACCORDANCE WITH THE CITY'S CHARITABLE CONTRIBUTION POLICY; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING AN EFFECTIVE DATE

6a. RESOLUTION 13-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE EXECUTION OF A FOURTH AMENDMENT TO AND REINSTATEMENT OF THE SUBGRANT AGREEMENT REGARDING THE PALM BEACH COUNTY BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

6a. RESOLUTION 14-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE ATTACHED 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.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next City Commission Meeting – March 20, 2018

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

City of South Bay
Regular City Meeting
February 06, 2018

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on February 06, 2018 at 7:00 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor John Wilson
Commissioner Esther E. Berry
Commissioner Shanique Scott
Commissioner Taranza McKelvin

Staff:

Burnadette Norris-Weeks, City Attorney
Leondrae Camel, City Manager
Jessica Figueroa, City Clerk
Massih Saadatmand, Finance Director
Edgar Kerr, Public Works Director
Napolen Collins, Economic & Business Dev. Manager

Mayor Kyles called for disclosure conflicts, there were none.

Presentation/Proclamation

Mayor Kyles announced a presentation relating to the 33rd Annual MLK Oratorical Contest Winners 2018. Mr. Gary Davis of Rosenwald Elementary School announced the 2018 33rd Annual MLK Oratorical Contest Winners:

K-2nd Grade Category

1st Place - Algernod Crawford (Rosenwald Elementary)
2nd Place - Jordyn Williams (Gladeview Elementary)

3rd - 5th Grade Category

1st Place - Ozzie Charles (Rosenwald Elementary)
2nd Place - Precious Vickers (Pioneer Park Elementary)
3rd Place - Kamia Williams (Gladeview Elementary)

6th - 8th Grade Category

1st Place - Jermaine Lovely Jr. (Lakeshore Middle)
2nd Place - Jada Lovely (Lakeshore Middle)
2nd Place - Chrisiana Vickers (Lakeshore Middle)
3rd Place - Shayla Robinson (Lakeshore Middle)

9th - 12th Grade Category

1st Place - Patriana Vickers (Glades Central High)
2nd Place - Jon'Quella Jackson (Glades Central High)
3rd Place - Yoceline Delgadillo (Lakeshore Academy)

Mayor Kyles called for approval of the proclamation proclaiming February 28, 2018 as "Pink Shirt Day" in the City of South Bay. The motion to approve was made by Commissioner McKelvin and seconded by Commissioner Scott. The vote was unanimously approved.

Consent Agenda

Mayor Kyles called for approval of the consent agenda, inclusive of January 16, 2018 city workshop and regular city meeting minutes. The motion to approve the consent agenda was made by Commissioner Berry and seconded by Vice-Mayor Wilson. The vote was unanimously approved.

Public Comments

Ira Core made a public comment relating to lack of sunshine on award. *(as stated on comment form)*

Steve Weil made a public comment relating to: No public notice of subject matter at Jan.16.2018 commission meeting as required & violation of sunshine law provisions; conflicts of interest of commission meeting indirect contradiction of Dec.06.2017 Resolution; Conspiracy to subvert Biochar Representation attendance at Jan.06.2018 meeting action in opposite to valid resolution. *(as stated on comment form)*

Resolution

The City Clerk read Resolution 03-2018 for the record.

Commissioner Berry made a motion to approve Resolution 03-2018, a Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the grant agreement between the City of South Bay and the Florida Department of Environmental Protection for funding of the flood and waterway project, attached as Exhibit "A" providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 04-2018 for the record.

Commissioner McKelvin made a motion to approve Resolution 04-2018, a Resolution of the City Commission of the City of South Bay, Florida, authorizing the City Manager to execute the attached amendment number three to the Economic Development Transportation Project Fund Agreement with the Florida Department of Transportation; providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

The City Clerk read Resolution 05-2018 for the record.

Commissioner McKelvin made a motion to approve Resolution 05-2018, a Resolution of the City Commission of the City of South Bay, Florida approving a special event application for a community festival at the City of South Bay park facility; Authorizing the City Manager to take all necessary and expedient action to effectuate the intent of the Resolution; Providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 06-2018 for the record.

Commissioner Berry made a motion to approve Resolution 06-2018, a Resolution of the City Commission of the City of South Bay, Authorizing the City Manager to replace city hall fire alarm control panel and os & y control valve from Wiginton Corporation D/B/A Wiginton fire systems in the amount of eight two hundred forty dollars (\$8,240.00); Providing for an effective date. The motion was seconded by Vice-Mayor Wilson. The vote was unanimously approved.

The City Clerk read Resolution 07-2018 for the record.

Vice-Mayor Wilson made a motion to approve Resolution 07-2018, a Resolution of the City Commission of the City of South Bay, Florida approving a lease agreement with Federation of Families of Florida, Inc. relating to the lease of property located at 101 N.W. 1st Avenue, South Bay, known as the "Commerce Center" authorizing the Mayor and the City Manager to execute the lease agreement on behalf of the city; providing for an effective date. The motion was seconded by Commissioner McKelvin. The vote was unanimously approved.

The City Clerk read Resolution 08-2018 for the record.

Commissioner Berry made a motion to approve Resolution 08-2018, a resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager to execute a storage and demolition services agreement between the City of South Bay and B & B Underground Construction Inc; Providing an effective date. The motion was seconded by Commissioner McKelvin. The vote was Commissioner McKelvin, yes; Commissioner Scott, no; Commissioner Berry, yes; Vice-Mayor Wilson, yes; and Mayor Kyles, yes.

The City Clerk read Resolution 09-2018 for the record.

Vice-Mayor Wilson made a motion to approve Resolution 09-2018, a resolution of the City Commission of the City of South Bay, Florida authorizing the City Manager and the City Attorney to attempt to negotiate an economic development agreement with South Florida Logistical Holdings, LLC. (An Affiliate Florida Crystal's)

The motion was seconded by Commissioner Berry. The vote was Commissioner McKelvin, yes; Commissioner Scott, no; Commissioner Berry, no; Vice-Mayor Wilson, yes; and Mayor Kyles, yes.

Ordinance (Second and Final Reading)

The City Clerk read Ordinance 01-2018 on its second and final reading, for the record.

Mayor Kyles called for public comments; there were none.

Vice-Mayor Wilson made a motion to approve Ordinance 01-2018, an Ordinance of the City Commission of the City of South Bay, Florida, adding chapter 34 entitled "Wireless Telecommunications Towers and Antennas" by including provisions regarding collocation and application time periods; providing for conflicts and repealer; providing for inclusion in code; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Berry. The vote was unanimously approved.

City Clerk Report

The City Clerk announced the meeting for February 20, 2018 beginning at 6:30 p.m. with a workshop followed by a regular city meeting at 7:00 p.m.

City Manager Report

The City Manager mentioned the following items:

- **Brownfield Update:**
 - a. Analytical results of groundwater samples collected on September 27, 2017, reported that concentrations of contaminations of concerns (COCs) have decreased from the levels previously reported. Testing was done January 2018 report to follow by April 2018.
- **2018 Legislative Report**
 - a. Funding is currently appropriated for the Glades Resurfacing projects. Currently the City is having a challenge with securing appropriations this season.
- **Financial Emergency Update**
 - a. The City's most recent audit reports were reviewed by the Chief Inspector General's office and it's been determined that the City does not meet a financial emergency condition. The Chief Inspector General, Audit Director, and Special Counsel have all signed the Justification for Cessation of State Auction. Approximately 20 years later the City is now awaiting the Governor's signature for removal from the State of Financial Emergency.
- **Surplus Real Estate Bid**
 - a. The bids submitted on time did not meet minimum bid amount.
- **Professional Services Agreement for Engineering Design Services**

- a. SW 7th Avenue and SW 1st Street design services agreement negotiated terms were significantly higher therefore Kimley-Horn is addressing their recommended numbers of personnel to assign to the project.
- Public Safety
 - a. There will be limited activity occurring until an Indoor Air Quality Assessment is completed
- Recreational Facilities Update
 - a. 5 companies attended the pre-bid meeting on January 31st and the bid closes on February 13th for the modernization of the parks. The emergency facility engineering has been giving the green light to continue moving after an engineering report placed the based floor elevation at 15.72ft when critical facilities must be at 20ft. Today the Division of Emergency Management gave a green light.
- Canal Drainage Obstruction Notification
 - a. The city will be sending out notification to all residents near the southernmost canal having an excess amount of trash from the neighboring properties and seeking their assistance to prevent a flood in South Bay.

Future Agenda Items

Commissioner Berry requested a Strategic Planning "what's next challenge" to be placed on the next meeting agenda, February 20, 2018.

Comments for the good of the order

Commissioner Scott thanked everyone for being a part of local government. She asked everyone to pray for their local government and said that the commission cannot do it alone, relating to moving the city forward. She clarified that it was not who "we" as the city does business with "per say" but how "we" do business. She said that she had been with the city for 5 years now and said that she had seen a lot of things that the commission should pay attention to, in regards to undermining or making sure that "we" are being consistent or making sure "we" are being fair. She clarified that it was not in regards to one resolution but regarding every resolution that came before the dais. She said "we won't agree on everything, but want to make sure that "we" are working together and not going back and saying that "we" are together, but "we" are really not". She said that she wanted to make sure that the commission were doing the best they can do for the City of South Bay and if not then they would not be handling their assignments and responsibilities that they were given through oath.

She said the commission wanted to do the best for the city and if not then they would not be following the oath that they took.

Commissioner requested a status on the fixing of the dike. She asked Tammy Jackson to give an update relating to the Herbert Hoover Dike.

Vice-Mayor Wilson thanked everyone who attended the meeting.

Mayor Kyles yielded his time to Tammy Jackson.

Ms. Jackson stated that Governor Scott visited the community and announced that again this year that the legislature set aside and identify 50 million dollars in the state budget to add on to the 50 million dollars that was approved last year. She said "if they do that there would be 100 million allocated on behalf of the state. She said that it could not be done unless "we" have 200 million dollars "a year" for the next 4 years. She said that it was not in the federal budget this year, however president Trump had agreed that "this" was a priority for him and he would provide the dollars to make it happen.

Mayor Kyles adjourned the City meeting at 8:30 p.m.

Mayor Kyles adjourned the City Meeting at 8:30 p.m.

ATTESTED BY:

Joe Kyles, Mayor

Jessica Figueroa, City Clerk

RESOLUTION NO 11-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA IN SUPPORT OF THE CREATION OF A COMMUNITY REDEVELOPMENT AGENCY (CRA) WITHIN THE VILLAGE OF PALM SPRINGS, FLORIDA; PROVIDING FOR TRANSMITTAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs is requesting Palm Beach County to create a Community Redevelopment Agency (CRA) that would provide infrastructure improvements, public safety and economic/financial investment for to an improved quality of life for many residents and businesses within the Village and the County; and

WHEREAS, the proposed CRA districts would be located within Palm Beach County Commission District 2 – Commissioner Paulette Burdick and District 3 – Commissioner Dave Kerner; and

WHEREAS, Florida Statutes allow local governments to establish CRAs under Chapter 163, Part III, F.S.; and

WHEREAS, CRAs are a unique public implementation tool for local governments to leverage tax increment financing in order to remedy conditions of “slum and blight”; and

WHEREAS, CRAs offer an opportunity for counties and municipalities to collaboratively facilitate private investment to advance economic development, job creation, address affordable housing, expand infrastructure, improve safety, and enhance quality of life for County residents, especially those within County Commission Districts 2 and 3; and

WHEREAS, the Village of Palm Springs has adopted a Finding of Necessity, prepared in compliance with Chapter 163, Part III, F.S. that documents the presence of “slum and blighted” conditions within two areas of the Village, including the Lake Worth Road CRA Sub-District and the Congress Avenue CRA Sub-District; and

WHEREAS, the Village has determined the establishment of a CRA is the appropriate mechanism to remedy the conditions of “slum and blight” that are present within the CRA Sub-Districts, as defined in the Finding of Necessity; and

WHEREAS, the Village, upon information and belief, has worked collaboratively with Palm Beach County to review the “slum and blighted” conditions in the two CRA Sub-Districts; and

WHEREAS, upon information and belief, the County has reviewed the Finding of Necessity data prepared by the Village and determined there is sufficient data to allow the Village to establish a CRA consistent with Florida Statutes; and

WHEREAS, the Village has proposed a joint Village/County redevelopment approach with common goal-setting, project prioritization, resource allocation, and implementation; and

WHEREAS, the joint Village/County redevelopment approach is consistent with Florida Statutes and the Palm Beach County Charter and will help implement the comprehensive plans of Palm Beach County and the Village of Palm Springs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. **Adoption of Representations.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. **Support of CRA in Village of Palm Springs.** The City of South Bay finds that the community redevelopment approach, as proposed by the Village of Palm Springs, Florida, in partnership with Palm Beach County, will be beneficial to the residents, businesses, and property owners located within the City of South Bay. The City of South Bay hereby supports the establishment of the Village of Palm Springs CRA.

Section 3. **Transmittal.** The City of South Bay City Clerk shall transmit this Resolution to each of the Palm Beach County Commissioners and copy the Palm Beach County Administrator (and the Village of Palm Springs Village Manager) prior to the County Commission Meeting on Tuesday, March 13, 2018.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 6th day of March 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



Village Council Requests CRA

Recently, the Village Council has made a legislative "Finding of Necessity" to create a Community Redevelopment Agency (CRA), which is a tool to promote economic development within targeted areas of the Village of Palm Springs. A CRA is a special district that undertakes programs and activities to revitalize an area and can be used to address blighted conditions, including substandard buildings, inadequate infrastructure and utilities, insufficient roadways, shortage of affordable housing, inadequate parking, high vacancy rates and abandoned properties and public safety (i.e., crime and code enforcement) concerns. Examples of successful CRAs in our local area are Delray Beach's Atlantic Avenue and West Palm Beach's downtown district.

Community Redevelopment Agencies are granted authority through state statute to fund necessary infrastructure, utility and safety improvements as well as to provide incentives to promote economic development opportunities and improve the overall quality of life within the designated areas.

As a result, the Village has identified two (2) "sub-areas" (or districts) for the CRA:

- 1) Congress Avenue, north of Forest Hill Boulevard
- 2) Lake Worth Road, between Military Trail and E-4/Keller Canal

CRAs are funded through Tax Increment Financing (TIF), which simply stated, is the use of property taxes that are paid from within the target area that will be used for redevelopment and revitalization projects, activities and/or programs. The main idea is that investment (i.e., funding projects, activities and/or programs) within the area will stimulate property values that are expected to increase the amount of ad-valorem (property) taxes collected and then reinvested back into the district (and ultimately the Palm Springs community).

The proposed CRA would assist the Village (and Palm Beach County) in accomplishing five (5) key goals within the proposed districts/communities:

- I. Improving Utilities and Infrastructure Deficiencies
- II. Expanding Job Development and Economic Growth
- III. Enhancing Public Safety
- IV. Increasing and Maintaining Workforce Housing
- V. Advancing the Partnership with Palm Beach County

Creation of a CRA requires (must be) approved by the Palm Beach County Board of County Commissioners. We are hopeful to go before the County Commission by the end of the year with the hope that they will commit to partnering with our community and placing an emphasis to promote

economic redevelopment, creating jobs, reducing crime and code enforcement issues within Palm Springs and the central region of Palm Beach County.

We are in need of your assistance to ensure that the County is aware of this important issue and to need for them to support our request for a CRA. If you are interested in helping, please consider writing a letter to the County Mayor and the members of the Palm Beach County Commission (along with County Administrator) requesting their support to build up our community. The Village is collecting all letters of support to submit in a single package and we welcome your contribution.

A link to the Finding of Necessity, TIF projections, proposed capital improvements and other details can be found on the Village homepage at www.vpsfl.org.

RESOLUTION NO. 12-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A CHARITABLE SPONSORSHIP IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS TO THE FAIRVIEW GOLF CLUB, INC. IN ACCORDANCE WITH THE CITY'S CHARITABLE CONTRIBUTION POLICY; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Municipal Home Rule Powers Act, Chapter 166, Florida State Statutes provides that the governing body of each municipality has the power to enact legislation concerning any subject matter upon which it may act, and

WHEREAS, pursuant to Resolution 21-2016, the City Commission of the City of South Bay ("City Commission") created a Charitable Contribution Policy to address requests made by the public for charitable gifts and events; and

WHEREAS, the City Commission desires to authorize the sponsorship of a certain charitable organization and event in the amount of One Thousand Five Hundred Dollars from total discretionary budgeted funds (when operating as a Commission body) of Two Thousand Five Hundred Dollars per fiscal year; and

WHEREAS, the City Commission has determined that sponsorship for the Fairview Golf Club, Inc.'s Golf Tournament ("Golf Tournament") is a valid public purpose; and

WHEREAS, charitable contributions from the Golf Tournament will support college scholarships for deserving high school seniors; and

WHEREAS, the City Commission has determined that the Golf Tournament serves a valid public purpose; and

WHEREAS, the City Commission desires to approve funding for a Golf Tournament sponsorship in the amount of One Thousand Five Hundred Dollars (\$1,500.00); and

WHEREAS, the City Commission of the City of South Bay finds that supporting of the Fairview Golf Club, Inc.'s Golf Tournament is in the best interest of the health, safety and welfare of the residents and citizens of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, THAT:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorizing and Approving Sponsorship of Fairview Golf Club, Inc. The City Commission of the City of South Bay hereby authorizes and approves the sponsorship of the Fairview Golf Club, Inc.'s Golf Tournament in the amount of One Thousand Five Hundred Dollars (\$1,500.00), for the support of scholarships to deserving students as a valid public purpose pursuant to the City's Charitable Contribution Policy. The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Allocation of Funds. The City Commission hereby authorizes funding for the Fairview Golf Club, Inc.'s Golf Tournament from the following General Fund account line items:

Legislative:	001-101-556400 Commissioners' Activities	\$1,000
Parks and Recreation:	001-711-556150 Athletic Activities	\$500

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this 6th day of March 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



Fairview Golf Club, Inc.

Post Office Box 8496
West Palm Beach, FL 33407
fairviewgolfclubwpb@gmail.com
www.fairviewgolfclub.org

Officers

Gregory Vereen
President

Martha Clark
Vice President

**Linda Foster-
Wells**
Secretary

Sandra Mapp
Financial Secretary

Lori Peters
*Corresponding
Secretary*

Robert Harding
Treasurer

Board Members

Nick Clark
Mac Johnson
George White
James Williams

Dear Commissioners,

The Fairview Golf Club, Incorporated is a 501(c) 3 non-profit organization. Our membership annually commits to award college scholarships for deserving high school seniors, we provide food certificates to local families in need for the Thanksgiving and Christmas holidays, and we support junior golf programs.

Funds to support our ongoing commitments will be raised through our golf tournament, which will be held at the PGA National Resort & Spa on June 24 - 25, 2018. Your support is requested to help us serve these families; more importantly empower the high school graduates to continue building a stronger sense of worth by encouraging them to persist in setting goals of achievement in higher education.

We are requesting your support for a \$1500 donation for our golf tournament. In return Fairview will select a college scholarship recipient from the Glades area and include a foursome slot to play in the two (2) day event at PGA National Resort. In addition, each Commissioner and the foursome are invited to our hospitality event and will be recognized as a partner. The City of South Bay will have exposure to all tournament participants through recognition during our award(s) ceremony.

If you have any questions, please email fairviewgolfclubwpb@gmail.com or contact me at (561) 329-5195. We appreciate your partnership, donation, and support!

Best Regards,
Gregory Vereen,
President, FGC

RESOLUTION NO. 13-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE EXECUTION OF A FOURTH AMENDMENT TO AND REINSTATEMENT OF THE SUBGRANT AGREEMENT REGARDING THE PALM BEACH COUNTY BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County ("County") and City of South Bay ("Sub-grantee") entered into an Agreement dated June 2, 2015 (R2015-0745) wherein the County agreed to provide \$200,000.00 of United States Environmental Protection Agency (EPA) County Brownfields Revolving Loan Funds (BRLF) for remediation of property located at 480 US Highway 27 North, South Bay, Florida 33493 (hereinafter referred to as the "Property"); and

WHEREAS, the parties entered into Amendment No. 1 to the Subgrant Agreement on July 30, 2015 ("Amendment No. 1"), wherein the County assumed certain of the Sub-grantee's responsibilities with regard to the contractor; and

WHEREAS, the parties entered into a second amendment to the Subgrant Agreement, as provided by the County, but the amendment was misnumbered and was subsequently approved and executed by both parties as Amendment 001 to and Reinstatement of Subgrant Agreement dated August 10, 2016 ("Amendment 001/Reinstatement"); and

WHEREAS, Amendment 001/Reinstatement provided for extension of the Term of the Agreement to December 1, 2016, which extension was requested by Sub-grantee pursuant to the six month extension option set forth in Article 1, Section 1.02 of the Agreement; and

WHEREAS, Amendment 003, dated November 2, 2016 (R2016-1686), provided and additional eighteen (18) month extension to the Term of the Agreement in order to provide for adequate monitoring of the site; and

WHEREAS, the City desires an additional twelve (12) month extension to the term of the Agreement in order to comply with the requirements of the relevant state

agency for the facilitation of monitoring where active remedial action was performed to track contaminants and allow for closure of the site: and

WHEREAS, the County and the Sub-grantee desire to extend the Term for twelve (12) months.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Fourth Amendment; Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Fourth Amendment to Subgrant Agreement regarding the Palm Beach County Brownfields Cleanup Revolving Loan Fund Program, pursuant to the terms and conditions set forth in attached Exhibit "A" hereto.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 6th day of March 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Exhibit "A"

AMENDMENT 004 TO SUBGRANT AGREEMENT PALM BEACH COUNTY BROWNFIELDS CLEANUP REVOLVING LOAN FUND PROGRAM

THIS AMENDMENT 004 TO SUBGRANT AGREEMENT (the "Fourth Amendment") is made and entered into on _____ by and between Palm Beach County, a political subdivision of the State of Florida ("County" or "Grantor") and City of South Bay, a Municipal corporation organized under the laws of the State of Florida ("Subgrantee" or "subgrant recipient").

WITNESSETH:

WHEREAS, County and Subgrantee entered into an Agreement dated June 2, 2015 (R2015-0745) wherein County agreed to provide \$200,000 of United States Environmental Protection Agency (EPA) County Brownfields Revolving Loan Funds (BRLF) for remediation of property located at 480 US Highway 27 North, South Bay, Florida 33493 (hereinafter referred to as the "Property"); and

WHEREAS, the parties entered into Amendment No. 1 to Subgrant Agreement on July 30, 2015 ("Amendment No. 1") (R2016-1362), wherein the County assumed certain of the Subgrantee's responsibilities with regard to the contractor; and

WHEREAS, the parties entered into a second amendment to the Subgrant Agreement on August 10, 2016, (R2016-1514), but the amendment was misnumbered and was approved and executed by both parties as Amendment 001 to and Reinstatement of Subgrant Agreement ("Amendment 001/Reinstatement"); and

WHEREAS, Amendment 001/Reinstatement provided for extension of the Term of the Agreement to December 1, 2016, which extension was requested by Subgrantee pursuant to the six month extension option set forth in Article 1, Section 1.02 of the Agreement; and

WHEREAS, Amendment 003, dated November 2, 2016 (R2016-1686), provided an additional eighteen (18) month extension to the Term of the Agreement in order to provide for adequate monitoring of the site; and

WHEREAS, the Subgrantee has requested an additional twelve (12) month extension to the Term of the Agreement in order to comply with the requirements of the Florida Department of Environmental Protection to monitor, document and track any cleanup target level exceedances in the source area where active remedial action was performed which will track contaminant attenuation and allow for closure of the site; and

WHEREAS, the County and the Subgrantee desire to extend the Term of the Agreement for twelve (12) months.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. Article I, Section 1.02 of the Agreement is hereby modified to provide that the Term of the Agreement shall expire June 1, 2019, unless further extended by written amendment to this Agreement.

Except as modified by this Fourth Amendment and previously, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the County and the Subgrantee hereby ratify, confirm, and adopt the Agreement as amended hereby.

This Fourth Amendment is expressly contingent upon the approval of the County and shall become effective only when signed by all parties and approved by, or on behalf of by a person with delegated authority, the Palm Beach County Board of County Commissioners (the "Effective Date of the Fourth Amendment").

IN WITNESS WHEREOF, Subgrantee and the County have caused this Fourth Amendment to be executed on the date first above written.

WITNESSES:

CITY OF SOUTH BAY

Witness Signature

By: _____

Print Witness Name

Print name: _____

Witness Signature

Title: _____

Print Witness Name

(SEAL)

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

For its BOARD OF COUNTY COMMISSIONERS

By: _____

Jonathan B. Brown, Director
Dept. of Housing & Economic Sustainability

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Department of Economic Sustainability**

By: _____

James Brako
Assistant County Attorney

By: _____

Sherry Howard
Deputy Director

Z:\EDO\Brownfields Revolving Loan Fund\Grant Documents\South Bay\BRLF South Bay Amend 004.docx

RESOLUTION NO 14 - 2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE ATTACHED 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, pursuant to Section 218.415, Florida Statutes, the City of South Bay ("City") is authorized to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool as permitted by Section 163.01, Florida Statutes, as amended (the "Florida Interlocal Cooperation Act"); and

WHEREAS, Section 163.01, Florida Statutes, 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, Florida Statutes, 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, 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 the 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 and each Participant that executes or otherwise joins 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 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 of the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the goal of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and 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 SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. **Adoption of Representations.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. **Approval of Interlocal Agreement.** The City Commission of the City of South Bay hereby approves and executes the Interlocal Agreement attached hereto as Exhibit "A" and incorporated herein by reference. Pursuant to Section 2.4 of the Interlocal Agreement, the City of South Bay, Florida hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof.

Section 3. **Authority of City Manager.** The City Commission of the City of South Bay, Florida hereby authorizes the City Manager to take to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. **Transmittal.** The City of South Bay City Clerk is hereby directed to transmit and file an executed copy of this Resolution with the Clerk of Court of Palm Beach County, Florida.

Section 5. **Effective Date.** This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 6th day of March 2018.

Joe Kyles, Mayor

Attested

By: _____
Jessica Figueroa, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Berry	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)
Vice-Mayor Wilson	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

Exhibit "A"



An Investment Solution for Public Funds



Interlocal Agreement



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.

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS

ARTICLE II PARTICIPANTS

2.1	Authorized Representatives	6
2.2	Investments	6
2.3	Payments	6
2.4	Additional Participants after Initial Execution	7
2.5	Participant Right to Initiate a Vote to Require Board Action	7
2.6	Termination of Participation	8
2.7	Receipt of Statements and Reports; Requests.....	8
2.8	Responsibility for Authorized Representatives	8

ARTICLE III BOARD

3.1	Establishment of Board; Initial Board	9
3.2	General Powers	9
3.3	Investment and Management; The Investment Program	9
3.4	Title to Investments; Rights as Holders of Investment Property	10
3.5	Payment of Expenses	10
3.6	Power to Contract, Appoint, Retain and Employ	10
3.7	Insurance	11
3.8	Borrowing and Indebtedness.....	11
3.9	Remedies.....	11
3.10	Information Statement	11
3.11	Contracting with Affiliates	11
3.12	Further Powers	12
3.13	Intellectual Property	12
3.14	No Liability.....	12

ARTICLE IV TRUSTEES

4.1	Number and Qualification.....	12
4.2	Term of Office	13
4.3	Appointment of Trustees.....	13
4.4	Resignation of Trustees.....	13
4.5	Removal and Vacancies	13
4.6	Meetings.....	14
4.7	Bylaws.....	14
4.8	Officers	15

4.9	Conflicts of Interest.....	15
4.10	Standard of Care	15
4.11	Liability.....	15
4.12	Indemnification.....	16
4.13	Legal Title to Investment Property	16
4.14	Reliance on Experts	16

ARTICLE V ADMINISTRATOR AND TRUST COUNSEL

5.1	Appointment; General Provisions.....	17
5.2	Duties of the Administrator	17
5.3	Duties of the Trust Counsel	18
5.4	Investment Activities and Powers.....	18
5.5	Monthly Statements	19
5.6	Reports	19
5.7	Daily Calculation of Program Value and Rate of Return	19
5.8	Administration of FLCLASS.....	20
5.9	Special Sub-Accounts	21

ARTICLE VI THE CUSTODIAN

6.1	Qualifications	21
6.2	Successors	21
6.3.	Prohibited Transactions	22
6.4.	Appointment; Sub-Custodians	22
6.5	Powers.....	22
6.6	Custodial Relationship; Custodian Records.....	24

ARTICLE VII FLCLASS COSTS AND EXPENSES

7.1	Expenses	24
7.2	Payment of Expenses	24

ARTICLE VIII REPRESENTATIONS AND WARRANTIES

8.1	Representations and Warranties of Each Participant	25
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ARTICLE IX COVENANTS

9.1	Source of Investments.....	25
9.2	Truth of Representations and Warranties	26

ARTICLE X
AMENDMENT AND TERMINATION

10.1	Amendment.....	26
10.2	Termination.....	26

ARTICLE XI
MISCELLANEOUS

11.1	Governing Law	27
11.2	Severability	27
11.3	Counterparts	27
11.4	No Assignment.....	28
11.5	Gender; Section Headings and Table of Contents	28
11.6	No Partnership	28
11.7	Notice	28
11.8	Confidentiality	29
11.9	Entire Agreement	29
11.10	Disputes.....	29
11.11	Writings.....	29
11.12	Effective Date	30

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

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.

"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

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.

"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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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.

(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.

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

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

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

(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.

(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

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.

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.

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.

**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.

(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

(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

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.

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.

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.

(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.

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.

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;

(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.

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

(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.

11.12 Effective Date.

This Interlocal Agreement shall become effective on the Effective Date.

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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: [Signature]
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, 2015 by Ken Burke, of [Participant], who is personally known to me/has produced _____ as identification.

[Signature]
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

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. Boek
Name: Sharon R. Boek
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. Boek, Clerk & Comptroller, Palm Beach County [Participant], who is personally known to me/has produced _____ as identification.



TARA K. RAMOS
MY COMMISSION # FF 014306
EXPIRES: May 6, 2017
Bonded Thru Budget Notary Services

Tara Ramos
Printed/Typed Name: Tara Ramos
Notary Public-State of: Florida
Commission Number: _____

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: [Signature]
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.



KELLY J. QUINTERO
MY COMMISSION # FF 025172
EXPIRES: June 8, 2017
Bonded Thru Budget Notary Services

[Signature]
Printed/Typed Name: Kelly Quintero
Notary Public-State of: Florida
Commission Number: FF 025172

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.

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.

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.

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;

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.

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PASSED AND ADOPTED IN PUBLIC SESSION of the _____ of the
_____ this ____ day of _____, 20 __.

By: _____
Name: _____
Its: _____

Attest:

_____, [Assistant] Secretary

EXHIBIT A TO RESOLUTION
COPY OF INTERLOCAL AGREEMENT
[Attached]

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]

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: _____

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

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.

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)

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.



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



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 Model Resolution Document authorizing participation in FLCLASS
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



MODEL RESOLUTION TO PARTICIPATE

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, 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;

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, 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 _____ [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;

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.

PASSED AND ADOPTED IN PUBLIC SESSION of the _____ of the _____ this ____ day of _____, 20__.

By: _____

Name: _____

Its: _____

Attest:

_____, **[Assistant] Secretary**



Trust Registration

Entity Information

Local Government Name (Participant) _____

Mailing Address _____

City _____ Zip _____

Phone _____ Fax _____

County _____ Tax ID _____ Fiscal Year (Month/Day) _____

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 _____



Authorized Contacts

Key Contact

☐ Mr. ☐ Ms. _____
Print First and Last Name Title _____

Signature (*required if Authorized Signer) Phone _____

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

Additional Contacts

☐ Mr. ☐ Ms. _____
Print First and Last Name Title _____

Signature (*required if Authorized Signer) Phone _____

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. _____
Print First and Last Name Title _____

Signature (*required if Authorized Signer) Phone _____

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



Accounts to be Established

Name of Public Entity: _____

Desired FLCLASS Subaccount Name*:
(To be completed by Participant)

FLCLASS Account Number
(To be assigned by FLCLASS)

_____	FL-01- _____
_____	FL-01- _____
_____	FL-01- _____
_____	FL-01- _____
_____	FL-01- _____
_____	FL-01- _____
_____	FL-01- _____
_____	FL-01- _____
_____	FL-01- _____
_____	FL-01- _____

*Name must be limited to 30 characters.

RESOLUTION 68-2013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA ESTABLISHING AN INVESTMENT POLICY STATEMENT GOVERNING THE INVESTMENT OF SURPLUS FUNDS OF THE CITY OF SOUTH BAY.

WHEREAS, the City Commission of the City of South Bay having found that the City does not currently have a written investment policy for its funds; and

WHEREAS, the City Commission having found it is prudent to adopt such a policy; and

WHEREAS, the City Treasurer, with approval of the City Commission is empowered to invest any funds of the City to respective depositories designated by the City Commission pursuant to Section 2-264, 265, 266 of the City Code of Ordinances; and

WHEREAS, the investment policy statement shall establish the policy governing the investment of surplus funds of the City of South Bay, Florida.

NOW THEREFORE, BE IT RESOLVED that the City Commission does hereby approve the establishment of an Investment Policy Statement for the City of South Bay, Florida.

PASSED AND ADOPTED this 3rd day of December, 2013.



Esther E. Berry, Mayor

Joe Kyles, Vice-Mayor

Taranza McKelvin, Commissioner

Shirley Walker-Turner, Commissioner

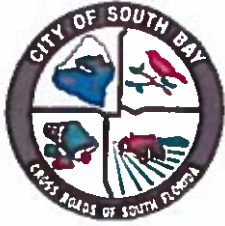
Shanique Scott, Commissioner

Jessica Figueroa, City Clerk

Approved as to form and legality

By: 

Thomas Montgomery, City Attorney



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Esther E. Berry
Mayor

Joe Kyles Sr.
Vice Mayor

Taranza L. McKelvin

Shanique S. Scott

Shirley M. Walker-Turner

Leondrae D. Camel
Interim City Manager

Jessica Figueroa, City Clerk

Thomas Montgomery, City Attorney

"An equal Opportunity
Affirmative Action Employer"

TO: Honorable Mayor and Commissioners

FROM: Leondrae D. Camel, Interim City Manager

THRU: Leondrae D. Camel, Interim City Manager *LC*

DATE: December 3, 2013

SUBJECT: Investment Policy

Executive Brief

This investment policy statement shall establish the policy governing the investment of surplus funds of the City of South Bay, Florida. This investment policy applies to all funds except the employees' pension funds, which are invested and administered separately.

The second highest priority for investment of City funds is liquidity. Funds invested for the City of South Bay shall be liquid to the extent required to meet the anticipated cash needs of the City, such as payroll, debt service payments and capital project needs. Investment maturities shall be staggered where possible to provide sequential maturities.

The third highest priority for investment of City funds is yield or return on investment. The City of South Bay shall obtain the highest rate of return on all investments while maximizing the safety of the assets and meeting the City's liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above.

The City Treasurer with the approval of the City Commission and is responsible for establishing and maintaining effective internal controls; City Treasurer is empowered to invest any funds of the City to respective depositories designated by the City Commission including evaluating and monitoring ongoing activities, to help ensure that all rules and regulations are being followed.

Fiscal Impact
Not Applicable

Recommendation
Motion by the City Commission to approve the City of South Bay, Florida Investment Policy Statement.

Attachments:
Resolution
Investment Policy

**Exhibit "A" to Resolution No. 68 - 2013
CITY OF SOUTH BAY, FLORIDA
INVESTMENT POLICY STATEMENT**

1. PURPOSE AND SCOPE

This investment policy statement shall establish the policy governing the investment of surplus funds of the City of South Bay, Florida. This investment policy applies to all funds except the employees' pension funds, which are invested and administered separately. The funds included within this policy are:

General Fund

Sanitation & Sewer Fund

Storm water Utility Fund

Any new fund created by the City Commission, unless specifically exempt

2. RISK TOLERANCE

The City of South Bay shall have a low tolerance for risk. Preservation and safety of assets shall be the highest priority for the investment of all City surplus funds. Investments shall be diversified to the extent possible to prevent potential losses resulting from over concentration of assets with a specific maturity, issuer, instrument, dealer or financial institution. No more than \$1,000,000 of any single City fund shall be held by a single qualified public depository, unless approved by the City Commission. No funds shall be invested in the Local Government Surplus Funds Trust Fund administered by the State board of Administration as defined by FS 218.

3. LIQUIDITY REQUIREMENTS

The second highest priority for investment of City funds is liquidity. Funds invested for the City of South Bay shall be liquid to the extent required to meet the anticipated cash needs of the City, such as payroll, debt service payments and capital project needs. Investment maturities shall be staggered where possible to provide sequential maturities.

4. RETURN REQUIREMENTS

The third highest priority for investment of City funds is yield or return on investment. The City of South Bay shall obtain the highest rate of return on all investments while maximizing the safety of the assets and meeting the City's liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above.

5. TIME HORIZON

Funds shall be invested in securities having a maturity of less than five (5) years, unless specific prior approval is obtained from the South Bay City Commission.

6. TAX CONSIDERATIONS

The City of South Bay is exempt from State of Florida or Federal income taxes.

7. LEGAL CONSTRAINTS

The following Florida State Statutes apply to this investment policy and the investment of City funds:

- Chapter 218, Part IV - Investment of Local Government Surplus funds
- Chapter 280 - Security for Public - Qualified Public Depositories

8. UNIQUE NEEDS/PREFERENCES

Public Depositories: Investment of funds shall only be made in financial institutions designated as "qualified public depositories" pursuant to FS 280, or Financial institutions approved by the City that will only invest in FDIC insured deposits or CDs.

Brokers and Dealers: The City also may utilize dealers or brokers designated "Primary Securities Dealers" by the Federal Reserve for purchases and sales of securities.

Authorized Investments: City government funds shall have no asset allocation, but may be invested in one or more of the following:

- Savings accounts in State of Florida qualified public depositories or other depositories such that the account is insured by the Federal Depository Insurance Company for the entire amount invested therein.
- Insured or fully collateralized Certificates of Deposits (CD) from State of Florida qualified public depositories, or other depositories such that the entire amount of certificate is insured by the FDIC or NCUA, as deemed appropriate.
- Money market funds registered by the Federal Securities and Exchange Commission (SEC) with the highest credit quality rating from a nationally known rating agency.
- Direct obligations of the United States Treasury.
- Direct obligations of United States Federal Agencies and sponsored instrumentalities such that the obligations are backed by the full faith and credit of the United States Government.

Delegation of Authority: The City of South Bay Treasurer shall be designated as the investment officer for the City and is responsible for investment decisions and activities as defined in this investment policy, under the direction of the Mayor. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established thereto. The investment officer shall routinely monitor the investments of the City, the available markets and the relative values of competing instruments and will adjust the portfolio accordingly. The City may appoint an outside investment manager who shall be governed by this investment policy.

Exceptions: Any debt service requirements or bond covenants will supersede this investment policy.

Accounting: Investments shall be carried at cost or market value. Gains or losses from investments shall be credited or changed to investment income at the time of sale. The City shall comply with Government Accounting Standards Board (GASB) requirements.

Review Procedures: The performance of the City's investments shall be reviewed quarterly, as a minimum, by the City Commission Finance and budget Committee. The investment policy shall be reviewed annually, as a minimum, by the City Commission Finance and Budget Committee, which shall make recommendations to the City Commission for changes to this policy as appropriate.

9. APPROVAL

This investment Policy Statement was reviewed by the City Commission of South Bay and approved by Resolution No. 68-2013 this 3rd day of December, 2013.



City of South Bay

South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493
Telephone: 561-996-6751
Facsimile: 561-996-7950

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

John Wilson
Vice Mayor

Esther E. Berry

Shanique S. Scott

Taranza McKelvin

Leondrae Camel,
City Manager

Jessica Figueroa, City Clerk

Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: March 2, 2018
Ref: Weekly check register

Enclosed, please find the summary of check register as of March 2, 2018:

General Fund

• Utility:		
AT & T Mobility	\$	1,040.32
Earthlink		1,304.86
• Phillips & Jordan		4,265.63
• Bank of America		4,812.37
• CAP Government		11,652.75
• LORE		5,000.00
• PBC Sheriff		15,078.00
• 2 SBW		14,423.00
• Brandano Display		8,943.42
• FL Municipal Trust		2,149.00
• American Express		450.00
• Deposit refund		450.00 *
• Purchased of supplies, materials and parts		512.00 A
• Payment for various services		3,958.37 B
• Payroll deductions		4,517.77 C
• Other		779.12 D
Total	\$	79,336.61

Sanitation Fund

Waste Management \$ 33,216.06

Capital Project Fund

Weekley Asphalt \$ 24,526.50

W & S Fund

US Water \$ 3,942.43

Revenues:

• FP & L (Franchise & Utility tax)	\$	35,511.12
• Communication Tax		4,314.46
• Local Option Gas Tax		10,857.86
• Revenue Sharing & Sales Tax		65,366.54
• Rental		2,050.00
• Other		10,701.95
Total	\$	128,801.93

AP Check Register Report
City Of South Bay (CSBFND)

2/16/2018 9:20:30 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10587	AT&T MOBILITY	AT&T MOBILITY -ROC	2/16/2018	1,040.32	
10588	BELLE GLADE CHAMBER	BELLE GLADE CHAMBER OF COMMERCE	2/16/2018	150.00	P
10589	BERNER OIL COMPANY	BERNER OIL COMPANY	2/16/2018	50.47	I
10590	CAP GOVERNMENT	CAP GOVERNMENT	2/16/2018	5,495.25	
10591	FLORIDA ELECTION COM	FLORIDA ELECTION COMMISSION	2/16/2018	340.00	D
10592	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	2/16/2018	496.63	B
10593	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	2/16/2018	83.22	A
10594	NEW YORK LIFE INS	NEW YORK LIFE INSURANCE COMPANY	2/16/2018	176.28	C
10595	TYRA MCNEAL	TYRA MCNEAL	2/16/2018	150.00	*
10596	XEROX CORP	XEROX CORPORATION	2/16/2018	391.15	B
Non-Electronic Transactions:				8,373.32	
Total Transactions:				8,373.32	

AP Check Register Report

City Of South Bay (CSBFND)

2/23/2018 9:30:08 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10597	BRANDANO DISPLAYS INC	BRANDANO DISPLAYS INC	2/23/2018	8,943.42	
10598	CAP GOVERNMENT	CAP GOVERNMENT	2/23/2018	6,157.50	
10599	COMCAST	COMCAST	2/23/2018	187.55	2
10600	JIM HOOKS WELDING INC	JIM HOOKS WELDING INC.	2/23/2018	85.00	4
10601	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	2/23/2018	90.50	B
10602	LAKE HARDWARE	LAKE HARDWARE	2/23/2018	53.08	4
10603	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	2/23/2018	15,078.00	
10604	PERFORMANCE NAPA	PERFORMANCE NAPA	2/23/2018	37.60	A
10605	QUALITY TELEPHONE	QUALITY TELEPHONE	2/23/2018	75.00	B
10606	ROBBIE TIRE	ROBBIE TIRE	2/23/2018	89.76	A
10607	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	2/23/2018	265.00	B
10608	TARAGELA M. WILSON	TARAGELA M. WILSON	2/23/2018	150.00	*
10609	THOMPSON CONSULTING	THOMPSON CONSULTING SERVICES LLC	2/23/2018	945.00	B
10610	TOLL BY PLATE	TOLL BY PLATE	2/23/2018	5.18	D
10611	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	2/23/2018	68.16	A
10612	U & ME RECORDS MANA	U & ME RECORDS MANAGEMENT	2/23/2018	303.02	B
				Non-Electronic Transactions:	32,533.77
				Total Transactions:	32,533.77

AP Immediate Check Register Report

City Of South Bay (CSBFND)

2/26/2018 2:44:07 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
10613	2 SBW	2 S B W & ASSOCIATES, INC	2/26/2018	14,423.00
Totals:			Total Transactions:	14,423.00

AP Check Register Report

City Of South Bay (CSBFND)

3/1/2018 10:53:49 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
10614	AFLAC	AFLAC	3/1/2018	1,905.29	C
10615	ALLY	ALLY	3/1/2018	502.52	B
10616	BANK OF AMERICA, NA	BANK OF AMERICA	3/1/2018	4,812.37	
10617	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	3/1/2018	113.50	C
10618	DELTACOM 1058	EARTHLINK	3/1/2018	1,304.86	
10619	DEPARTMENT OF STATE	DEPARTMENT OF STATE	3/1/2018	34.58	D
10620	EVERGLADES TRADING	EVERGLADES TRADING	3/1/2018	17.93	A
10621	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	3/1/2018	2,149.00	
10622	IAMAW	IAMAW	3/1/2018	343.20	C
10623	JEANETTE HICKMAN	Jeanette Wislon	3/1/2018	150.00	*
10624	LAKE OKEECHOBEE REG	LAKE OKEECHOBEE REGIONAL ECONOMIC ALLIANC	3/1/2018	5,000.00	
10625	LIBERTY NATIONAL	LIBERTY NATIONAL	3/1/2018	758.14	C
10626	MAILFINANCE	MAILFINANCE	3/1/2018	342.00	B
10627	PHILLIPS AND JORDAN IN	PHILLIPS AND JORDAN INC	3/1/2018	4,265.63	
10628	REXEL	REXEL	3/1/2018	77.25	A
10629	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	3/1/2018	180.00	B
10630	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	3/1/2018	547.42	C
10631	UNITED SITE SERVICES C	UNITED SITE SERVICES OF FLORIDA INC	3/1/2018	180.00	B
10632	UNUM LIFE INS	UNUM LIFE INSURANCE COMPANY OF AMER	3/1/2018	198.89	D
10633	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS CO	3/1/2018	673.94	C
				Non-Electronic Transactions:	23,556.52
				Total Transactions:	23,556.52

AP Check Register Report

City Of South Bay (CSBFND)

2/23/2018 11:02:54 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
160	WASTE MANAGEMENT	WASTE MANAGEMENT	2/23/2018	30,469.89
Non-Electronic Transactions:				30,469.89
Total Transactions:				30,469.89

AP Check Register Report

City Of South Bay (CSBFND)

2/16/2018 11:05:44 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
159	WASTE MANAGEMENT	WASTE MANAGEMENT	2/16/2018	2,746.17
Non-Electronic Transactions:				2,746.17
Total Transactions:				2,746.17

AP Check Register Report

City Of South Bay (CSBFND)

2/23/2018 10:22:41 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
116	WEEKLY ASPHALT PAVINI	WEEKLEY ASPHALT PAVING, INC.	2/23/2018	24,526.50
Non-Electronic Transactions:				24,526.50
Total Transactions:				24,526.50

AP Immediate Check Register Report

City Of South Bay (CSBFND)

2/23/2018 11:15:26 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2127	US WATER	U.S. WATER SERVICES CORPORATION	2/23/2018	3,942.43
Totals:			Total Transactions:	3,942.43