



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING (REVISION)
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 16, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Betty Resch

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Presentation by School Board Member Edwin Ferguson regarding the State of Education
- B. Presentation by Maura Plante, Founder and CEO of Living Hungry, brought forward by Commissioner Malega
- C. Presentation of Certificate of Appreciation to Matthew Wanless, Chair & President of the Palm Beach Junior Advisory Board for his leadership and volunteerism to the community
- D. Proclamation declaring May 21-27, 2023 as National Public Works Week
- E. Proclamation declaring May 23-30, 2023 as National Beach Safety Week
- F. Summary of the 2023 Street Painting Festival by Lauren Bennett, Leisure Services Director
- G. Presentation of Challenge Coin to Captain Mike Peper, Paramedic Scott Behrje, and Driver Tyler Withington from Palm Beach County Fire Rescue.

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - April 18, 2023](#)

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

- A. [Resolution No. 15-2023 – Amendment 002 to Interlocal Cooperation Agreement with Palm Beach County](#)

UNFINISHED BUSINESS:

- A. [Professional Services Agreement with Florida Atlantic University \(FAU\) for Housing Emergency Study and Policy Response Analysis](#)

NEW BUSINESS:

- A. [Purchase Order with Allen Jay Fleet Sales for the procurement of fleet replacement vehicles.](#)
- B. [Resolution No. 16-2023 – Approving the City's Participation in the Florida Cooperative Liquid Assets Securities System \(FLCLASS\) Interlocal Agreement](#)
- C. [Ordinance No. 2023-09 – Revising the Finance Advisory Board \(FAB\)](#)
- D. [Resolution No. 14-2023 – Revising the C-51 Canal Advisory Committee and changing its name to the Waterways Board](#)
- E. [Ordinance No. 2023-08 – Revising Sections 2-82 & 2-83 relating to the City Tree Board, and changing its name to the Tree & Landscape Board](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

May 30 - Utility @ 6 PM
June 6 - Regular @ 6 PM

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or 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. (F.S. 286.0105)

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 18, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:34) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy (arrived at 6:06 PM), Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (1:05) was led by Commissioner Sarah Malega.

PLEDGE OF ALLEGIANCE: (1:46) was led by Commissioner Reinaldo Diaz.

ADDITIONS/DELETIONS/REORDERING:

There were no changes to the agenda.

PRESENTATIONS: (2:12) (there is no public comment on Presentation items)

A. Presentation regarding the donation of a small boat storage rack by Ted Johnson, Commodore of the Lake Worth Sailing Club, brought forward by Commissioner Diaz (2:16)

Action: Consensus to move forward with a proposal for a storage rack with Commissioner Diaz and City Manager Davis as the contact points.

B. Proclamation declaring April 18, 2023 as Lineman Appreciation Day (19:49)

C. Proclamation declaring April 22, 2023 as Earth Day (25:05)

D. Proclamation declaring April 16-22, 2023 as National Volunteer Week (28:24)

E. Proclamation declaring April 23-29, 2023 as National Library Week (30:05)

F. PBSO Crime Stats Update by Capt. Todd Baer (33:43)

COMMISSION LIAISON REPORTS AND COMMENTS: (55:09)

CITY MANAGER'S REPORT: (1:16:42)

City Manager Davis provided the following report:

- announced that Solid Waste & Recycling Division would hold its 3rd Annual Employee Clean-up Event on April 21
- said that work would continue on the exterior of the City Hall building and some parking would be closed off; she apologized for any inconvenience

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT

AGENDA: (1:18:08)

The meeting recessed at 8:06 PM and reconvened at 8:17 PM.

APPROVAL OF MINUTES: (2:13:32)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve the following minutes:

A. Regular Meeting - April 4, 2023

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

CONSENT AGENDA:

There were no items on the Consent Agenda.

PUBLIC HEARINGS: (2:13:45)

A. Ordinance No. 05-2023 – Second Reading – Adopting a Single-Member Election Redistricting Map; Repealing Article II “Territorial Boundaries; Election Precincts,” Section 2 “Election Districts” of the Charter and Adopting a new Article II “Territorial Boundaries; Election Precincts,” Section 2 “Single-Member Election Districts” to reflect the Redistricting Map and its Boundaries

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2023-05 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A SINGLE-MEMBER ELECTION REDISTRICTING MAP; REPEALING ARTICLE II “TERRITORIAL BOUNDARIES; ELECTION PRECINCTS,” SECTION 2 “ELECTION DISTRICTS” OF THE CHARTER AND ADOPTING A NEW ARTICLE II “TERRITORIAL BOUNDARIES; ELECTION PRECINCTS,” SECTION 2 “SINGLE-MEMBER ELECTION DISTRICTS” TO REFLECT THE REDISTRICTING MAP AND ITS BOUNDARIES AND FOR OTHER PURPOSES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance No. 05-2023 adopting a Single-Member Election Redistricting Map.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

UNFINISHED BUSINESS: (2:15:53)

A. Fourth Amendment to Retail Lease with RTT - Benny's on the Beach, Inc., the current tenant/assignee

Action: Motion made by Commissioner Malega and seconded by Mayor Resch (who passed the gavel) to approve the Fourth Amendment to Retail Lease with RTT - Benny's on the Beach, Inc.

Action: Amended motion made by Commissioner Malega and seconded by Mayor Resch (who passed the gavel) to approve the Fourth Amendment to Retail Lease with RTT - Benny's on the Beach, Inc. with the 180 days' notice provided for in Ordinance 2022-10.

Vote: Voice vote showed: AYES: Mayor Resch, and Commissioner Malega. NAYS: Vice Mayor McVoy, and Commissioners Stokes and Diaz.

NEW BUSINESS: (3:31:01)

A. Construction Contract with TechGroupOne, Inc. for hurricane impact windows at the Lake Worth Beach Public Library (3:31:03)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Construction Contract with TechGroupOne, Inc. for hurricane impact windows at the Lake Worth Beach Public Library.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

B. Construction Agreement with E&F Florida Enterprises, Inc. dba Creative Contracting Group for improvements at Harold Grimes Memorial Park (3:32:17)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Construction Agreement with E&F Florida Enterprises, Inc. dba Creative Contracting Group for improvements at Harold Grimes Memorial Park.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

C. Discussion regarding public comment (3:32:53)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to extend the meeting until 11 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega and Stokes. NAYS: None.

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to revise the Rules and Procedures Resolution regarding the public comment policy to the City Clerk reading comments submitted online for a maximum of 30 minutes per item.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega and Stokes. NAYS: None.

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to change the deadline for submitting public comment online to one hour before a meeting.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega and Stokes. NAYS: None.

D. Discussion regarding City Commission Work Sessions (3:56:32)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to hold the Pre-Agenda Work Sessions on the second Friday of the month at 9 AM via Zoom.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

Action: Consensus to schedule a defined monthly work session to be used when there would be a topic.

Action: Consensus to cancel the July 5, 2023 regular meeting.

CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

UPCOMING MEETINGS AND WORK SESSIONS:

April 25 - Utility @ 6 pm

April 26 - Pre-agenda Work Session @ 9 am

May 2 - Regular @ 6 pm

ADJOURNMENT: (4:23:13)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to adjourn the meeting at 10:27 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved May 16, 2023.

Item time stamps correspond to the video recording of the meeting on YouTube.

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 16, 2023

DEPARTMENT: City Manager

TITLE:

Resolution No. 15-2023 – Amendment 002 to Interlocal Cooperation Agreement with Palm Beach County

SUMMARY:

This resolution authorizes and approves Amendment 002 to the Interlocal Cooperation Agreement for the City's continued participation in the Urban County Partnership with Palm Beach County for the period of Fiscal Years 2024 – 2027. The City will continue to be eligible for access to federal community development funding from the U.S. Department of Housing and Urban Development, including its formula allocation of Community Development Block Grant funds.

BACKGROUND AND JUSTIFICATION:

On August 19, 2014, the Board of County Commissioners executed an Interlocal Cooperation Agreement with the City of Lake Worth Beach (formerly the City of Lake Worth) as part of the Urban County Qualification Process for Federal Fiscal Years 2015-2017, and subsequently renewed for another three-year period. Under this Agreement, the City agreed to participate with the County for access to federal community development funds from the U.S Department of Housing and Urban Development (HUD), including its annual formula allocation of Community Development Block Grant funds. The terms of the Agreement include the option to renew participation in the Urban Partnership at the end of every qualification period of three years.

Amendment 001

Resolution No. 15-2020 authorizing and approving Amendment 001 to the Interlocal Cooperation Agreement for the City's continued participation in the Urban County Partnership during the three-year period of Federal Fiscal Years 2021-2023 (October 1, 2020 through September 30, 2024). This amendment to the agreement to renew the City's continued participation contains an amended clause that HUD has provided to promote adherence to Section 3 of the Housing and Community Development Act of 1968. Section 3 seeks to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent possible, be directed to low and very-low income persons. Applicability of Section 3 requirements is limited to activities funded by HUD programs. The current three-year qualification period will expire on September 30, 2024.

Amendment 002

Amendment 002 to the Interlocal Cooperation Agreement extends the City's participation in the Urban County Partnership for Fiscal Years 2024-2026 (October 1, 2024- September 30, 2027). This Amendment contains an amended clause to promote adherence to regulations pertaining to non-discrimination in HUD programs or activities receiving Federal Financial Assistance.

MOTION:

Move to approve/disapprove Resolution 15-2023 – Amendment 002 to Interlocal Cooperation Agreement with Palm Beach County

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution 15-2023
Amendment 002

RESOLUTION NO. 15-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AMENDMENT OO2 TO THE INTERLOCAL COOPERATION AGREEMENT TO RENEW ITS PARTICIPATION IN THE PALM BEACH COUNTY URBAN COUNTY PARTNERSHIP PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025 AND 2026; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Palm Beach County, as an eligible Urban County Entitlement Jurisdiction, receives an annual statutory allocation of Community Development Block Grant (CDBG) Program Home Investment Partnership (HOME) Program and Emergency Solution Grant (ESG) Program funds from the U.S. Department of Housing and Community Development (HUD); and

WHEREAS, the City entered into an Interlocal Cooperation Agreement on August 19, 2014 for participation in the Urban County Partnership; and

WHEREAS, the qualification period for continued participation in the Urban County Partnership is to be renewed every three federal fiscal years; and

WHEREAS, the current three-year qualification period as authorized by Amendment 001 to the Interlocal Cooperation Agreement will expire on September 30, 2024; and

WHEREAS, Amendment 002 to the Interlocal Cooperation Agreement extends the City's participation in the Urban County Partnership for the next three federal fiscal years through September 30, 2027; and

WHEREAS, Amendment 002 to the Interlocal Cooperation Agreement contains an amended cause to promote adherence to regulations pertaining to non-discrimination in HUD programs or activities receiving Federal Financial Assistance; and

WHEREAS, the City desires to continue its participation in the Urban County Partnership with Palm Beach County by entering into Amendment 002 to the Interlocal Cooperation Agreement for access to funding under HUD financial assistance programs, including its formula allocation of CDBG funding for Federal Fiscal years 2024, 2025 and 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH BEACH, FLORIDA, that:

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes Betty Resch, Mayor, or her designee, and Carmen Y, Davis, City Manager to execute four originals of Amendment 002 to the Interlocal Agreement for the City's

continued participation in the Urban County Partnership with Palm Beach County for Federal Fiscal Years 2024, 2025 and 2026.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes Carmen Y. Davis, City Manager, to execute all documents related to Amendment 002 of the Interlocal Agreement for the City’s continued participation in the Urban County Partnership with Palm Beach County.

SECTION 3: Upon execution of the resolution, one copy of the resolution shall be provided to the City Manager’s Office. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This resolution shall become effective upon adoption.

The passage of this resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

AMENDMENT 002 TO THE AGREEMENT WITH CITY OF LAKE WORTH BEACH

Amendment 002, effective as of _____, by and between **Palm Beach County** (County), and the **City of Lake Worth Beach** (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1158) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1211) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

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

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.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the

implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

**CITY OF LAKE WORTH BEACH, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Shayla Ellis, City Clerk

By: _____
Carmen Davis, City Manager

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: JOSEPH ABRUZZO,
Clerk of the Circuit Court & Comptroller

By: _____
Gregg K. Weiss, Mayor

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: _____
Howard J. Falcon, III,
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 16, 2023

DEPARTMENT: City Attorney

TITLE:

Professional Services Agreement with Florida Atlantic University (FAU) for Housing Emergency Study and Policy Response Analysis

SUMMARY:

This Professional Services Agreement with FAU generally provides for FAU's analysis of the housing crisis in the City of Lake Worth Beach and its underlying causes, the effects such crisis has had on the City and its residents and neighborhoods, and recommendations for improving housing and addressing new housing laws.

BACKGROUND AND JUSTIFICATION:

The City issued Request for Proposal No. 23-200 for Housing Emergency Study and Rent Control Ordinance Analysis ("RFP"). Subsequent to the City's receipt of the FAU proposal received in response to the RFP, the Legislature adopted Senate Bill 102, also known as the "Live Local Act," which, effective July 1, 2023, prohibits local rent control ordinances ("Act"). During the City's continued negotiations with FAU regarding the terms and conditions of the Agreement and based upon the adoption of the Act, the Consultant submitted a revised scope of services which removed the rent control ordinance analysis and included additional services related to the Act and policy recommendations regarding short-term vacation rentals and accessory dwelling units. The revised scope of services includes the following research questions:

Question 1: Is there a housing emergency in the City of Lake Worth Beach? If so, what is its extent, scope, and nature? Consultant shall collect the data for housing costs relative to historical norms; relationship between housing costs and residents' economic means; incidence and level of cost-burden; incidence of eviction and payment delinquency; ability of support agencies to satisfy demand for housing services; incidence of substandard and/or dangerous housing and public perception of emergency.

Question 2: What effects have rising housing costs had on the health, safety, and welfare of Lake Worth Beach residents? Consultant shall collect the data on effects on residents' economic vitality and overall well-being; effects on neighborhood stability (displacement, gentrification, loss of community character); effects on community stability (labor shortages, school performance, public safety); incidence of detrimental housing outcomes (overcrowding, eviction, homelessness); incidence of exploitative and abusive landlord practices (illegal eviction, extraneous fees, price gouging, extortion).

Question 3: What are the underlying causes of housing unaffordability and distress in the City of Lake Worth Beach? Consultants shall analyze: population growth; real estate speculation; short-term vacation rentals; seasonal migration; growth management policies and land development regulations; county-level economic development and housing policy, rising insurance rates and macro-level factors (federal housing policy, supply chains, interest rates, etc.). Based on the findings, Consultant shall provide recommendations on policies related to short-term vacation rentals and accessory dwelling units.

Question 4: What measures would most improve housing conditions in the City of Lake Worth Beach? What housing policies would best protect the health, safety, and welfare of residents? Consultant shall analyze policy options and recommendations; anticipated impacts of policies and timelines for relief;

sequencing suggestions and recommended resources for affordable housing development and preservation.

Question 5: Consultant will analyze how bills drafted during the 2023 Florida Legislative Session will impact local housing conditions, develop recommendations for how the City can secure and utilize newly created resources for affordable housing development, and provide guidance on how the City can implement and comply with new state-level housing policies.

Milestones and timelines for the scope of services are continuing to be negotiated. FAU also submitted a revised budget which increased the \$5,000 contingency for translation services costs to include FAU's 31% indirect cost rate for a total of \$6,550.00. In addition to the contingency amount, the budget totals \$57,034.18. The parties are continuing to negotiate the final terms and conditions and will provide the final negotiated Agreement and its exhibits to the Commission prior to its meeting.

MOTION:

Move to approve/disapprove the Professional Services Agreement with FAU for Housing Emergency Study and Policy Response Analysis.

ATTACHMENT(S):

Fiscal Impact Analysis

Professional Services Agreement – To be provided

Exhibit A "Scope of Services" – To be provided

Exhibit B "Budget" – To be provided

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$64,586	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation	
	Expenditure
Department	Legislative
Division	City Commission
GL Description	Contractual Services
GL Account Number	001-1010-511.34-50
Project Number	
Requested Funds	\$31,793.00

Contract Award - Existing Appropriation	
	Expenditure
Department	Legislative
Division	City Manager
GL Description	Contractual Services
GL Account Number	001-1020-512.34-50
Project Number	
Requested Funds	\$31,793.00

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 16, 2023

DEPARTMENT: Public Works

TITLE:

Purchase Order with Allen Jay Fleet Sales for the procurement of fleet replacement vehicles.

SUMMARY:

The Purchase Order with Alan Jay Fleet authorizes the City to purchase 1 new Toyota Rav4 and 3 GMC Terrains for the Information Technology, Code Enforcement, and Building Departments at a cost not to exceed \$118,880.00.

BACKGROUND AND JUSTIFICATION:

The Fleet Maintenance Division is actively engaged in the maintenance, repair and replacement of City fleet vehicles. As part of the Fleet Replacement Master Schedule and in response to requests for additional vehicles to accommodate staff increases, the following vehicles have been scheduled for replacement or right-sizing to maintain an efficient fleet:

Division	Current Vehicle	Replacement Vehicle	Cost
Information Technology	2006 Ford Taurus SW	2023 Toyota RAV4 Hybrid LE AWD	\$31,094.00
Building Division	N/A New Position	2023 GMC Terrain SLE AWD	\$29,262.00
Building Division	2007 Ford Ranger Pickup	2023 GMC Terrain SLE AWD	\$29,262.00
Building Division	2007 Ford Ranger Pickup	2023 GMC Terrain SLE AWD	\$29,262.00

The vehicles are being purchased through the Sourcewell Cooperative Purchase Contract #2022-120716-NAF & 060920-NAF authorized vendor Alan Jay Fleet Sales. The vehicles are being purchased with extended warranties for 5 years / 75k miles, and at a total cost not too exceed \$118,880.00.

MOTION:

Move to approve/disapprove the Purchase Order with Allen Jay Fleet Sales at a cost not to exceed \$118,880.00.

ATTACHMENT(S):

Fiscal Impact Analysis

Quote – Toyota RAV4 Hybrid LE AWD

Quote – 3 GMC Terrain SLE AWD

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$118,880.00	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Existing Appropriation	
	Expenditure
Department	Building Permit
Division	Community Sustainability
GL Description	Machinery & Equipment
GL Account Number	103-2020-515.64-30
Project Number	NA
Requested Funds	\$87,786.00

Existing Appropriation	
	Expenditure
Department	City Garage
Division	Non-Departmental
GL Description	Machinery & Equipment
GL Account Number	530-9010-549.64-30
Project Number	GV2303
Requested Funds	\$31,094.00



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	42533-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
11/16/2022

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/16/2022

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	MPIERCE@LAKEWORTHBEACHFL.GOV
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL 4435 MSRP \$31,440.00

2023 TOYOTA RAV4 HYBRID LE AWD

CUSTOMER ID BASE VEHICLE PRICE **\$30,659.00**

BED LENGTH **SUV**

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
0040 FB20	Exterior Ice Cap with Interior Black, Fabric Seat Trim	\$0.00
2.5L	**HYBRID Engine Type Gas/Electric I- Displacement 2.5 L/152 Fuel System Port/Direct Injection SAE Net Horsepower @ RPM 208 @ 5700 SAE Net Torque @ RPM 163 @ 5200	\$0.00
MR20	All Weather Floor Mats with All Weather Cargo Tray	\$435.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
		CONTRACT OPTIONS	\$0.00

	VEHICLE TOTAL	\$31,094.00
	MSRP DISCOUNT	1.1%
	ACCESSORY TOTAL	\$0.00
TRADE IN	CUSTOMER PRICE	\$31,094.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00
	TOTAL COST LESS TRADE IN(S)	QTY 1 \$31,094.00

Estimated Annual payments for 60 months paid in advance: \$6,963.78
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Toyota RAV4 (4435) Hybrid LE AWD (SE) (Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Toyota RAV4 (4435) Hybrid LE AWD (SE)

MSRP:\$30,225.00

Interior:Black, Fabric Seat Trim

Exterior 1:Ice Cap

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
4435	[Fleet] 2023 Toyota RAV4 (4435) Hybrid LE AWD (SE)	\$30,225.00
OPTIONS		
040	Ice Cap	\$0.00
FB20	Black, Fabric Seat Trim	\$0.00
FE	50 State Emissions	\$0.00

SUBTOTAL	\$30,225.00
Adjustments Total	\$0.00
Destination Charge	\$1,215.00
TOTAL PRICE	\$31,440.00

FUEL ECONOMY

Est City:41 MPG

Est Highway:38 MPG

Est Highway Cruising Range:551.00 mi

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Data Version: 17935. Data Updated: Nov 13, 2022 6:49:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Toyota RAV4 (4435) Hybrid LE AWD (SE) (Complete)

Standard Equipment

Mechanical

Engine: 2.5L 4-Cylinder Atkinson Cycle

Engine Auto Stop-Start Feature

Transmission w/Driver Selectable Mode and Sequential Shift Control

Transmission: ECVT (Continuously Variable)

Automatic Full-Time All-Wheel

Axle Ratio: TBD

550CCA Maintenance-Free Battery w/Run Down Protection

Hybrid Electric Motor

Towing Equipment -inc: Trailer Sway Control

1230# Maximum Payload

GVWR: 4,920 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Speed-Sensing Steering

14.5 Gal. Fuel Tank

Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Double Wishbone Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Brake Actuated Limited Slip Differential

Lithium Ion Traction Battery

Exterior

Wheels: 17" x 7.0J Silver Aluminum Alloy

Tires: 225/65R17 AS

Steel Spare Wheel

Compact Spare Tire Mounted Inside Under Cargo

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Vehicle: [Fleet] 2023 Toyota RAV4 (4435) Hybrid LE AWD (SE) (Complete)

Exterior

- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Black Rear Bumper w/Black Rub Strip/Fascia Accent
- Black Bodyside Cladding and Black Wheel Well Trim
- Chrome Side Windows Trim and Black Front Windshield Trim
- Body-Colored Door Handles
- Black Power Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper and Defroster
- Deep Tinted Glass
- Fixed Interval Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille w/Body-Color Surround
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Roof Rack Rails Only
- LED Brakelights
- Headlights-Automatic Highbeams
- Auto Off Aero-Composite Led Low/High Beam Daytime Running Auto High-Beam Headlamps
- Laminated Glass

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
- Radio: AM/FM/XM Audio System -inc: 8" touch screen and 6 speakers
- Integrated Roof Antenna
- 2 LCD Monitors In The Front

Interior

- Driver Seat
- Passenger Seat
- 60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat

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Vehicle: [Fleet] 2023 Toyota RAV4 (4435) Hybrid LE AWD (SE) (Complete)

Interior

- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Power/Regen, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- Front Sport Seats -inc: 6-way adjustable driver and 4-way adjustable passenger seats
- Front Cupholder
- Rear Cupholder
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
- Remote Releases -Inc: Mechanical Fuel
- Cruise Control w/Steering Wheel Controls
- Distance Pacing w/Traffic Stop-Go
- Dual Zone Front Automatic Air Conditioning
- HVAC -inc: Underseat Ducts and Console Ducts
- Glove Box
- Driver Foot Rest
- Full Cloth Headliner
- Cloth Door Trim Insert
- Urethane Gear Shifter Material
- Interior Trim -inc: Metal-Look Instrument Panel Insert and Metal-Look Interior Accents
- Fabric Seat Trim
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
- Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering
- Carpet Floor Trim
- Cargo Area Concealed Storage
- Cargo Space Lights
- Safety Connect (1-year trial) Tracker System

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Vehicle: [Fleet] 2023 Toyota RAV4 (4435) Hybrid LE AWD (SE) (Complete)

Interior

- Instrument Panel Bin, Driver And Passenger Door Bins
- Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Cloth Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Front Center Armrest and Rear Center Armrest
- 1 Seatback Storage Pocket
- Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- Lane Tracing Assist (LTA)
- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Collision Mitigation-Front
- Pre-Collision System (PCS)
- Lane Keeping Assist
- Lane Departure Warning
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags

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Vehicle: [Fleet] 2023 Toyota RAV4 (4435) Hybrid LE AWD (SE) (Complete)

Safety-Interior

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag and Passenger Cushion Front Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 2

Roadside Assistance Miles/km: Unlimited

Maintenance Years: 2

Maintenance Miles/km: 25,000

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	44507-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
3/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
3/28/2023

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	MICHAEL PIERCE	EMAIL	MPIERCE@LAKEWORTHBEACHFL.GOV
PHONE	561-586-1720	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2023 091521-NAF & 060920-NAF www.NationalAutoFleetGroup.com

MODEL	TXB26 3SA	MSRP	\$31,500.00
	2023 GMC TERRAIN SLE AWD		
CUSTOMER ID	Incremental Allocation (Late Summer ETA)	BASE VEHICLE PRICE	\$28,327.00
BED LENGTH	SUV		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
COLOR	EXTRA COST PAINT FOR OTHER THAN WHITE EXTERIOR.	\$490.00
CHOICE	(2) GB8 Ebony Twilight Metallic (3) GXD Sterling Metallic	\$0.00
LSD M3U	1.5L I4 TURBO WITH 9-SPEED AUTOMATIC TRANSMISSION.	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
RKE	Proximity Key For Doors And Push Button Start Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button Remote Releases -Inc: Mechanical Fuel	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
CRUISE	CRUISE CONTROL STANDARD	\$0.00
BUC	FACTORY BACK UP CAMERA(STD).	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
3BLS	3rd brake light safety pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)		\$200.00
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)		\$245.00

CONTRACT OPTIONS \$445.00

TRADE IN		VEHICLE TOTAL	\$28,817.00
		MSRP DISCOUNT	13.7%
		ACCESSORY TOTAL	\$445.00
		CUSTOMER PRICE	\$29,262.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 3 \$87,786.00

Estimated Annual payments for 60 months paid in advance: \$6,553.48 Extended: \$19,660.45
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE

MSRP:\$31,500.00

Interior:Jet Black, Premium cloth seat trim

Exterior 1:Ebony Twilight Metallic

Exterior 2:No color has been selected.

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT

Transmission, 9-speed automatic 9T45, electronically-controlled with overdrive

OPTIONS

CODE	MODEL	MSRP
TXB26	[Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE	\$31,500.00
OPTIONS		
3SA	SLE Preferred Equipment Group	\$0.00
5CY	Tires, P225/65R17 all-season blackwall	\$0.00
AR9	Seats, front bucket	\$0.00
FE9	Emissions, Federal requirements	\$0.00
FHB	Axle, 3.47 final drive ratio	\$0.00
GB8	Ebony Twilight Metallic	\$495.00

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (Complete)

HEW	Jet Black, Premium cloth seat trim	\$0.00
IOR	Audio system, 7" diagonal GMC Infotainment System	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	\$0.00
M3U	Transmission, 9-speed automatic 9T45, electronically-controlled with overdrive	\$0.00
RSB	Wheels, 17" x 7" (43.2 cm x 17.8 cm) Silver painted aluminum	\$0.00

SUBTOTAL	\$31,995.00
Adjustments Total	\$0.00
Destination Charge	\$1,395.00
TOTAL PRICE	\$33,390.00

FUEL ECONOMY

Est City:24 MPG

Est Highway:28 MPG

Est Highway Cruising Range:436.80 mi


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Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE ( Complete)

Standard Equipment

Package

GMC Pro Safety includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Mechanical

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (175 hp [131.3 kW] @ 5800 rpm, 203 lb-ft of torque [275.0 N-m] @ 2000 - 4000 rpm) (STD)

Transmission, 9-speed automatic 9T45, electronically-controlled with overdrive (STD)

Axle, 3.47 final drive ratio

Keyless Start, push-button

Automatic Stop/Start

Engine control, stop/start system disable switch

Driver Shift Controls

Electronic Precision Shift, button and trigger based transmission interface

Fuel, gasoline, E15

Chassis, All-Wheel Drive System (All-wheel drive models only.)

Suspension, front MacPherson strut

Suspension, rear 4-link, non-isolated

Brakes, 4-wheel antilock, 4-wheel disc, 11.8" front and 11.3" rear rotor size

Brakes, front and rear with e-boost

Brake, electronic parking

Brake lining, high-performance, Duralife

Trailer provisions, 1500 lbs. (680 kg)

Capless fuel fill

Exhaust, single-outlet stainless-steel with hidden, turned-down tip

Mechanical jack with tools

Exterior

Wheels, 17" x 7" (43.2 cm x 17.8 cm) Silver painted aluminum

Tires, P225/65R17 all-season blackwall (AWD models only.)

Tire, spare, T135/70R16 blackwall

Wheel, spare, 16" (40.6 cm) steel

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Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (Complete)

Exterior

- Trim, Black lower body
- Headlamps, LED with C-shaped lighting
- Headlamps, automatic delay
- Headlamp control, automatic on and off
- Daytime Running Lamps, LED signature
- Tail lamps, LED signature
- Glass, acoustic, laminated windshield
- Glass, deep-tinted, rear
- Mirrors, outside heated power-adjustable, manual-folding
- Mirror caps, body-color
- Door handles, body-color
- Liftgate, rear manual
- Active Noise Cancellation, noise control system

Entertainment

- Audio system, 7" diagonal GMC Infotainment System includes multi-touch display, AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)
- Audio system feature, 6-speaker system
- SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Antenna, roof-mounted shark fin
- Wireless Apple CarPlay/Wireless Android Auto

Interior

- Seats, front bucket (STD)
- Seat trim, premium cloth

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Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (Complete)

Interior

- Seating, 5-passenger
- Seat, driver 4-way manual, fore/aft, up/down with recline
- Seat, front passenger 4-way manual, fore/aft, up/down with recline
- Seatback, passenger side, flat-folding
- Head restraints, 2-way adjustable (up/down), front
- Seat, rear 60/40 split-folding with center armrest
- Seat release levers, 2nd row mechanical release levers in cargo area
- Rear Seat Reminder
- Floor mats, carpeted front (Deleted when LPO floor mats or LPO floor liners are ordered.)
- Floor mats, carpeted rear (Deleted when LPO floor mats or LPO floor liners are ordered.)
- Steering wheel, urethane
- Steering wheel controls, mounted audio and phone interface
- Speedometer, miles/kilometers
- Display, 4.2" diagonal multi-color driver information screen (When (Y29) Infotainment Package I is ordered, includes enhanced capability with audio, phone and navigation.)
- Driver Information Center monitors 26 various systems including, Vehicle Information Menu (oil life, tire pressure, standard/metric units) and Trip Information Menu (trip 1, trip 2, fuel range, average fuel economy, instant fuel economy, average vehicle speed) and compass display
- Compass display, located in the Driver Information Center
- Window, power with driver Express-Up/Down
- Windows, power with front passenger Express-Down
- Windows, power with rear Express-Down
- Door locks, power programmable with lockout protection
- Keyless Open, includes extended range Remote Keyless Entry
- Remote panic alarm
- Cruise control, electronic with set and resume speed
- Theft-deterrent system, unauthorized entry
- Power outlet, front auxiliary, 12-volt
- Power outlet, cargo area auxiliary, 12-volt
- USB data ports, 2, one type-A and one type-C includes auxiliary input jack, located in front center storage bin
- USB charging-only ports, 2, located on the rear of the center console


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Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE ( Complete)

Interior

Air conditioning, single-zone automatic climate control

Air vents, 2nd row

Sunglass storage, overhead

Map pocket, front passenger seatback

Mirror, inside rearview auto-dimming

Assist handle, driver

Assist handle, front passenger

Assist handles, rear outboard

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Exterior

Headlamp control, IntelliBeam auto high beam

Safety-Mechanical

Automatic Emergency Braking

StabiliTrak, stability control system with Traction Control

Hill Descent Control

Front Pedestrian Braking

Safety-Interior

Airbags, dual-stage frontal, and thorax side-impact driver and front passenger, and roof-rail side-impact, front and rear outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child/presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera, integrated into audio system display

OnStar and GMC connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Forward Collision Alert

Following Distance Indicator

Lane Keep Assist with Lane Departure Warning

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Vehicle: [Fleet] 2023 GMC Terrain (TXB26) AWD 4dr SLE (Complete)

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor manual learn with Tire Fill Alert

Horn, dual-note

3 years of OnStar & Connected Services Plan see onstar.com for information. Access the entire suite of OnStar Safety & Security Services and Connected Services. For retail customers, this includes the OnStar Guardian app, connectivity for available In-Vehicle Apps, In-Vehicle Wi-Fi Hotspot data and Remote Access through the myGMC mobile app. Fleet customers will receive OnStar Vehicle Insights instead of Remote Access (Eligible vehicles receive 3-years of the OnStar and Connected Services Premium Plan, including the Connected Vehicle Plan and the OnStar Safety & Security Plan. Connected Vehicle Plan includes connectivity for available in-vehicle apps, Remote Access Plan (excluding Fleet vehicles, which will receive OnStar Vehicle Insights) and In-Vehicle Wi-Fi Hotspot data. OnStar Safety & Security Plan includes access to the OnStar Guardian App, Automatic Crash Response, Emergency Services, Crisis Assist, Roadside Assistance and Stolen Vehicle Assistance.) (Standard on models built after August 31, 2022.)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Data Version: 18773. Data Updated: Feb 21, 2023 6:47:00 PM PST.

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 16, 2023

DEPARTMENT: Financial Services

TITLE:

Resolution No. 16-2023 – Approving the City's Participation in the Florida Cooperative Liquid Assets Securities System (FLCLASS) Interlocal Agreement

SUMMARY:

Resolution 16-2023 authorizes the City's participation in the Florida Cooperative Liquid Assets Securities System (FLCLASS) by entering into the FLCLASS Interlocal Agreement

BACKGROUND AND JUSTIFICATION:

FLCLASS is an intergovernmental investment pool authorized under Section 218.415, Florida Statutes, and was created via an interlocal agreement by and among several public agencies as described in Section 163.01, Florida Statutes. FLCLASS provides Florida governmental entities with a convenient method for investing in high-quality, short- to medium-term securities carefully selected to optimize interest earnings while maximizing safety and liquidity. The initial participants in FLCLASS included the Palm Beach County Clerk and Comptroller, the Pinellas County Clerk of the Court and Comptroller, and Orange County Tax Collector. FLCLASS strives to minimize risk by managing its portfolios in a manner that emphasizes the preservation of principal and only invests in securities that are permitted pursuant to the laws of the state of Florida, Florida's Investment of Local Government Surplus Funds Act, Florida Statutes, Chapter 218.415, and the FLCLASS Investment Policies. FLCLASS is has two investment options which offer either an AAAM rating by S&P Global Ratings or AAAf/S1 rating by FitchRatings. More information about each investment option is located at: <https://www.flclass.com/overview/>

FLCLASS is open to all political subdivisions, instrumentalities of political subdivisions, and state agencies in the state of Florida including counties, cities, towns, villages, school districts, special districts, and other public entities. To participate in FLCLASS, the City must enter the FLCLASS Interlocal Agreement.

MOTION:

Move to approve/disapprove Resolution 16-2023 authorizing the City's Participation in the Florida Cooperative Liquid Assets Securities System (FLCLASS) Interlocal Agreement

ATTACHMENT(S):

Resolution 16-2023
Interlocal Agreement

RESOLUTION NO. 16-2023, A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, APPROVING THE CITY'S PARTICIPATION IN THE FLORIDA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM (FLCLASS) BY ENTERING THE INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTIPANTS FOR THE PURPOSE OF JOINTLY EXERCISING INVESTMENT POWER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florid (the "City"), is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415, Florida Statutes, and its own local laws and policies 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 (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 multipurpose 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, the Palm Beach County Clerk and Comptroller, the Pinellas County Clerk of the Court and Comptroller, 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" (Interlocal Agreement), the purpose of which is to provide the City, and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System (FLCLASS), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the City 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; and,

WHEREAS, the City hereby finds joining the Interlocal Agreement as a Participant as set forth herein serves a valid public purpose.

WHEREAS, adoption of this Resolution set forth herein serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH BEACH, FLORIDA, that:

SECTION 1: The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this resolution.

SECTION 2: The City of Lake Worth Beach, Florida, approves the City’s participation in the Florida Cooperative Liquid Assets Securities System (FLCLASS) by entering the Interlocal Agreement attached hereto as Exhibit “A” and agrees to be bound by all terms and provisions thereof.

SECTION 3: This resolution shall become effective upon adoption.

The passage of this resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Reinaldo Diaz
- Commissioner Kim Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Cities/Towns

City of Bartow
City of Boca Raton
City of Bradenton
City of Cape Coral
City of Clearwater
City of Cocoa
City of Cocoa Beach
City of Delray Beach
City of Dunedin
City of Edgewater
City of Fellsmere
City of Ft. Lauderdale
City of Frostproof
City of Hollywood
City of Holly Hill
City of Indian Rocks Beach
City of Lake Worth Beach
City of Largo
City of Leesburg
City of Madeira Beach
City of Maitland
City of Mary Esther
City of Miami Beach
City of Naples
City of New Smyrna Beach
City of Oldsmar
City of Panama City Beach
City of Parkland
City of Pinellas Park
City of Plant City
City of Pompano Beach
City of Port Richey
City of Port St. Lucie
City of Riviera Beach
City of South Bay
City of Stuart
City of St. Pete Beach
City of Sunrise
City of Tallahassee

Cities/Town (Cont.)

City of West Palm Beach
Town of Hillcrest Heights
Town of Indian Shores
Town of Jupiter
Town of Jupiter Island
Town of Lady Lake
Town of Longboat Key
Town of Medley
Town of McIntosh
Town of Ocean Breeze
Town of Shalimar
Village of Islamorada
Village of Wellington

Counties

Bay County
Calhoun County
Citrus County
Clay County
Collier County
Escambia County
Hendry County
Hernando County
Highlands County
Indian River County
Lee County
Madison County
Martin County
Monroe County
Osceola County
Okaloosa County
Palm Beach County
Pasco County
Pinellas County
Putnam County
Sarasota County
Seminole County
St. Lucie County
Volusia County
Wakulla County

School Districts

City of Cape Coral Charter School Authority
School Board of Escambia County
School Board of Lee County
School Board of Manatee County
School Board of Miami-Dade
School Board of Orange County
School Board of Pasco County
School Board of Polk County

Special Districts

Bahia Lakes CDD
Barefoot Bay Rec. District
Bayshore Fire District
Brevard County Sheriff
Coral Springs Improvement District
Concord Station CDD
Escambia County Housing Finance Authority
Fishhawk Ranch CDD
Greyhawk Landing CDD
Hillsborough County Aviation Authority
Indian Trail Improvement District
Juvenile Welfare Board of Pinellas Cty.
Keys Aqueduct Authority
Keys Energy
Keys Mosquito District
Lehigh Acres Municipal Improvement District
Leon County Consolidated Dispatch Agency
Leon County Sheriff
Madison County Sheriff
Metro-Plan Orlando
Osceola County Sheriff
Pinellas County Housing Finance Authority
Seven Oaks CDD

Special Districts (Cont.)

Spring Lake Improvement District
South Walton Mosquito District
St. Lucie County Fire District
Tampa-Hillsborough Expressway Authority
The Health Care District of Palm Beach County
Triple Creek CDD
The Villages CDD
Waterlefe CDD
West Coast Inland Navigation Dist.
West Manatee Fire District

Tax Collectors

Alachua County Tax Collector
Brevard County Tax Collector
Highlands County Tax Collector
Indian River County Tax Collector
Orange County Tax Collector
Pasco County Tax Collector
Putnam County Tax Collector

Higher Education

University of North Florida
Lake Sumter State College

Hospital

Central Florida Health
UF Shands

Trusted Accounts

Fiduciary Trust Company
International
US Bank
Wells Fargo





Interlocal Agreement

March 4, 2021

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. 4
50 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 MARCH 4, 2021

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.

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This AMENDED AND RESTATED **INTERLOCAL AGREEMENT** dated as of March 4, 2021 (this **Interlocal Agreement**) amends and restates that certain Interlocal Agreement dated as of April 1, 2015, as amended, and 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 that the Participants share in common and that 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), that 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 any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the state of Florida are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"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 subaccount 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, an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, managed by the Board, which consists of all Investment Property held by the Custodian in trust for the benefit of the Participants.

"Fund" means any of the funds established by the Investment Advisor pursuant to Section 5.9 hereof.

"Initial Trustees" shall have the meaning set forth in Section 3.1(a) hereof.

"Interlocal Agreement" means this Interlocal Agreement dated as of March 4, 2021 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 that are 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.

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 invested in an applicable fund as designated by the Participant. 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 that 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 that, 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, such 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 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 in the applicable 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 that 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 that 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.

(c) The Board may authorize the creation of one or more different Funds provided, however, that each such Fund shall conform in all respects to the requirements of this Interlocal Agreement.

(d) The Board may authorize the use of the names Florida Cooperative Liquid Assets Securities Systems, FLCLASS and Florida CLASS in conjunction with other products, portfolios, pools, and services that provide investment, financial, or other cash management services to Participants and for purposes of this Interlocal Agreement, such name shall include any Funds established pursuant to this Interlocal Agreement. The Administrator may identify a name for any additional Funds established pursuant to this Interlocal Agreement, subject to Board approval.

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 that, 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 that 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 that, 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 that 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 that 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 stop 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 that 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 that 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 to personally 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 units of local government 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, and/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 who 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 an 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 subaccounts 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, that 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 Funds

The Investment Advisor shall cause the Custodian to establish a primary fund (the Prime Fund) for the investment of surplus funds of the Participants. The Prime Fund shall be invested in permitted investments pursuant to the criteria and policies contained in the Investment Policy. Notwithstanding anything in this Interlocal Agreement to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated funds, in addition to the Prime Fund, with specified investment characteristics so long as the fund adheres to the permitted investments. 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 Funds. The Investment Advisor may cause the Custodian to establish such Funds once the Board or its designee has approved in writing the investment characteristics of such Funds. If established, any such Fund shall consist only of permitted investments, and the investment characteristics of each such Fund shall be set forth in a separate investment policy. The establishment of such Funds shall not be deemed an amendment of this Interlocal Agreement. A Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts

and reports separate from any other Fund. The Investment Advisor shall cause to be maintained a separate rating on each such Fund. All provisions of this Interlocal Agreement shall apply to any such Funds.

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 that 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 that 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 that, 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 26(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 that 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 canceled 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 that 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 Florida Statutes §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 that 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.

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.

**PINELLAS COUNTY CLERK OF THE
CIRCUIT COURT AND COMPTROLLER**, as
Participant

By: 
Ken Burke
Pinellas County Clerk of the Circuit Court and
Comptroller

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 21st day of April, 2021, by Ken Burke, Pinellas
County Clerk of the Circuit Court and Comptroller. He is personally known to me or produced
— as identification.


Notary Public


My Commission Expires: 12/13/2021



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.

ORANGE COUNTY TAX COLLECTOR, as Participant

By: 
Scott Randolph
Orange County Tax Collector

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 30th day of March, 2021, by Scott Randolph, Orange County Tax Collector. He is personally known to me or produced _____ as identification.


Notary Public

My Commission Expires: 7-10-2021

ARACELIS MORALES
Notary Public, State of Florida
My Commission expires July 10, 2021
Comm. No. GG120143

EXHIBITS

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 that, in all cases, has 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

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows:

The Administrator shall determine the market value of the specific investment holdings for the FLCLASS portfolio. The market values shall be obtained from one or more sources that the Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Administrator to price the underlying securities on a daily basis.

Alternatively, the Investment Property Value may 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.

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, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a Local Government Entity or Entity), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately; and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the [Unit of Local Government], together with other local governmental entities, to exercise jointly any power, privilege, or authority that the local governmental entities share in common and that each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, Palm Beach County Clerk and Comptroller, the Pinellas County Clerk of the Court and Comptroller, 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 [Unit of Local Government] and each Participant who 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), 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

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 Amended and Restated Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of March 4, 2021, 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 taken all required action to qualify as a Participant under the Interlocal Agreement; and (d) the undersigned is authorized to invest in FLCLASS pursuant to Section 163.01(17)(a), Florida Statutes with or without an adopted a written investment policy.

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.

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 by means of physical presence or online notarization this _____ day of _____, 20____, by _____, _____, [He/She] is personally known to me/or produced _____ as identification.

Public Notary: _____

My Commission Expires: _____

Contact Information

201 E. Pine Street, Suite 750

Orlando, FL 32801

Phone: (844) 220-7600

Fax: (844) 220-7900

clientservices@flclass.com

www.flclass.com

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 16, 2023

DEPARTMENT: Financial Services

TITLE:

Ordinance No. 2023-09 – Revising the Finance Advisory Board (FAB)

SUMMARY:

The City Commission desired to revamp the FAB before the next round of appointments.

BACKGROUND AND JUSTIFICATION:

The Finance Advisory Board (FAB) was created by Ordinance 2010-03 on February 16, 2010. The City Commission tabled appointments to the FAB during the last round of board appointments on June 28, 2022, until the board could be reconfigured. At the April 17, 2023 work session, the City Commission reached consensus to revise the FAB and bring the revised Ordinance for approval at a regular City Commission meeting.

The revisions to the Ordinance include changing the number of members from seven (7) to five (5), cleaning up language regarding board member terms and adding wording for meetings and agendas.

MOTION:

Move to approve/disapprove Ordinance No. 2023-09 on first reading, setting the second reading and public hearing for June 6, 2023.

ATTACHMENT(S):

Ordinance 2023-09

ORDINANCE NO. 2023-09 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REVISING CHAPTER 2, ARTICLE XVII, SECTION 2-130 THROUGH 2-135 OF THE CODE OF ORDINANCES REGARDING THE CITY OF LAKE WORTH BEACH FINANCE ADVISORY BOARD; INCLUDING THE PURPOSE, DUTIES, MEMBERSHIP AND MEETINGS OF THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, it is the desire of the City Commission to solicit the recommendations of a group of citizens regarding the City's budget; and

WHEREAS, the City created a new Article XVII and Sections 2-130 through 2-135 of Chapter 2 of the Code of Ordinances by Ordinance 2010-03; and

WHEREAS, the City Commission desires to revise the previous ordinance as follows:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. Chapter 2, Article XVII of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

ARTICLE XVII. CITY OF LAKE WORTH BEACH FINANCE ADVISORY BOARD

Sec. 2-130. Creation of Finance Advisory Board; advisory function.

There is hereby created and established the City of Lake Worth Beach Finance Advisory Board to serve in an advisory capacity to the City Commission and the City Manager. The Board shall serve to promote transparency in the City of Lake Worth Beach's budget process and allow for additional citizen input on major financial decisions. The Board shall consult with and advise the City Manager and the City Commission in matters affecting the annual operating budget, capital improvement program and all financial policies.

Sec. 2-131. Duties.

It shall be the duty of the Finance Advisory Board to review and make recommendations to the City Commissioners regarding the City's annual budget and

capital improvement program and perform such other duties and assignments as requested by the City Commissioners or the City Manager, including but not limited to the following:

1. Review and recommend action relating to the City's Annual Comprehensive Annual Financial Report (ACFR) (~~CAFR~~), audits, investments and bond or other debt related instruments to be issued by the City.
2. Review and make recommendations on the rates and fees charged for City services.
3. Review and make recommendations on the City Manager's proposed annual budget.
4. Review and make recommendations on the City's proposed annual capital improvement program.

Sec. 2-132. Membership.

- (a) Number and composition of Board. The Finance Advisory Board shall consist of ~~seven (7)~~ five (5) members. Board members shall serve without compensation.
- (b) Appointment and terms of members.
 1. The City Commission shall appoint ~~seven (7)~~ five (5) resident members. ~~Initially the Commission shall appoint two (2) members to each serve a one year term, two (2) members to each serve a two year term and three (3) members to each serve a three year term. Following the initial appointment of members to the Board, t~~The City Commission shall annually appoint persons to fill the positions of members whose terms have expired vacancies on the board. ~~Members of the Board so appointed shall serve three year terms.~~
 2. Members of the Board serve at the pleasure of the City Commission and may be removed from the Board for any reason.
 3. If any member of the Board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the Board held within any 12-month period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy.
 4. If the position of a member becomes vacant for any reason, the City Commission shall appoint another person to serve the unexpired term of the vacated position.
- (c) Qualification of members. Whenever possible, the City Commission shall appoint members to the Board who have demonstrated expertise, training, education or experience in finance, accounting, business or related fields and are broadly representative of the social, racial, religious, linguistic, cultural and economic groups comprising the population of the City.

Sec. 2-133. Election of Board officers.

The Board shall elect its officers for a term of one calendar year, ~~not to exceed the member's appointed term.~~

- (a) Chairperson – Presides at meetings of the Board and makes presentations, written and oral, on behalf of the Board to the City Commission and the City Manager.
- (b) Vice-Chairperson – Performs the duties of the Chairperson in his/her absence.
- (c) Secretary – Records the minutes and attendance at each meeting.

Sec. 2-134. Meetings.

- (a) The Board shall meet as necessary or as requested by the City Commission or the City Manager; there shall be more meetings during the budget season.
- (b) A quorum for the conduct of business by the Board shall be not less than ~~four~~ three (3) members of the Board.
- ~~(c)~~ (d) A majority of the members of the Board present at a meeting shall be necessary to make a determination required by the Board.
- ~~(e)~~ (d) The agenda shall be determined by the Board Chair and Staff liaison.
- ~~(d)~~ (e) Meetings of the Board shall be open to the public, and minutes shall be kept. A public record of the Board's minutes and resolutions shall be maintained and made available for inspection by the public.

Sec. 2-135. Duties of the City Manager.

It is the desire of the City Commission that the Board be empowered and enabled to provide meaningful advice and recommendations to the City regarding budgetary matters. To that end, the City Manager or designee is directed to provide guidance and assistance to the budget review as is necessary for the Board to accomplish its duties. The City Manager or designee shall act as liaison with the Board.

Section 2. Section 1 of this Ordinance shall be codified.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid

provision or application, and to this end the provisions or this Ordinance are declared severable.

Section 5. This Ordinance shall become effective ten (10) days after passage.

The passage of this Ordinance on first reading was moved by Commissioner _____, seconded by _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this Ordinance duly passed on first reading on the ____ day of _____, 2023.

The passage of this Ordinance on second reading was moved by _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

The passage of this Ordinance was moved by _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this Ordinance duly passed on the ____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 16, 2023

DEPARTMENT: City Clerk

TITLE:

Resolution No. 14-2023 – Revising the C-51 Canal Advisory Committee and changing its name to the Waterways Board

SUMMARY:

The City Commission is revising the scope and name of the C-51 Canal Advisory Committee before the next round of appointments

BACKGROUND AND JUSTIFICATION:

The C-51 Canal Advisory Board was established by Resolution 56-2016 on November 1, 2016 to monitor and review the results of the state's engineering and feasibility or any other subsequent studies. The City Commission tabled appointments to the Committee at the last round of board appointments on June 28, 2022, until the committee could be reconfigured. At the April 17, 2023 work session, the City Commission reached consensus to revise the C-51 Canal Advisory Committee and bring the revised Resolution for approval to a regular City Commission meeting.

The revisions to the Resolution include changing the name to the Waterways Board and updating its scope.

MOTION:

Move to approve/disapprove Resolution No. 14-2023 revising the C-51 Canal Advisory Committee.

ATTACHMENT(S):

Resolution 14-2023 (redlined)
Resolution 14-2023

RESOLUTION NO. xx-2023 OF THE CITY OF LAKE WORTH, FLORIDA
REVISING THE C-51 CANAL ADVISORY COMMITTEE; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN
EFFECTIVE DATE

WHEREAS, the City Commission created the C-51 Canal Advisory Committee by Resolution 56-2016 on November 1, 2016 with the task of monitoring and reviewing the results of the state's engineering and feasibility or any other subsequent studies; and

WHEREAS ~~the City Commission desires to revise and broaden the scope of the C-51 Canal Advisory Committee;~~ and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA:

Section 1. That ~~The C-51 Canal Advisory Committee shall be revised and renamed as the Waterways Board.~~

~~Section 2.a That the five member committee board is hereby created for the purpose of monitoring and reviewing the results of an engineering and feasibility study of any subsequent studies related to the C-51 Canal shall advise and inform the City Commission regarding water bodies and public lands adjacent to or discharging into the Lake Worth Lagoon and/or near to Lake Worth Beach for recreational uses, youth education, water safety, protection of water quality and protection of native aquatic species.~~

Section 2. That the ~~C-51 Canal Advisory Waterways Committee Board~~ shall be comprised of ~~the following:~~ five members who reside in the City of Lake Worth Beach. ~~To the extent possible, members should have experience in one of following: youth education, especially water related; boating, with preference for non-motorized, or an aspect of water science like limnology, wetland science or oceanography.~~

- ~~1) One member to be selected by the Mayor; and~~
- ~~2) One member to be selected by each City Commissioner.~~

Section 3. Terms of Members.

- a) Members of the ~~Committee Board~~ so appointed shall serve at the pleasure of the City Commission and may be removed from the ~~Committee Board~~ for any reason;
- b) If any member of the ~~Committee Board~~ shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the ~~Committee Board~~ held within any 12-month

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period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy; and

- c) If the position of a member becomes vacant for any reason, the City Commission shall appoint another person to serve.

Section 4. Election of CommitteeBoard Officers.

The CommitteeBoard shall elect its officers for a term of one calendar year.

- a) Chairperson – Presides at meetings of the CommitteeBoard and makes presentations, written and oral, on behalf of the CommitteeBoard to the City Commission and the City Manager;
- b) Vice-Chairperson – Performs the duties of the Chairperson in his/her absence; and
- c) Secretary – Records the minutes and attendance at each meeting.

Section 5. Meetings.

- a) The CommitteeBoard shall meet as necessary or as requested by the City Commission or the City Manager;
- b) A quorum for the conduct of business by the CommitteeBoard shall be not less than three (3) members of the CommitteeBoard;
- c) A majority of the members of the CommitteeBoard present at a meeting shall be necessary to make any determination required by the CommitteeBoard; and
- d) Meetings of the CommitteeBoard shall be open to the public, and minutes shall be kept. A public record of the CommitteeBoard's minutes and resolutions shall be maintained and made available for inspection by the public.

Section 6. Conflicts. All resolutions or parts of resolutions in conflict with the provision of this Resolution are hereby repealed.

Section 7. Severability. In the event that any word, phrase, clause, sentence, or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence, or paragraph hereof.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

The passage of this Resolution was moved by _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch

Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this Resolution duly passed and adopted on the
_____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

RESOLUTION NO. 14-2023 OF THE CITY OF LAKE WORTH BEACH,
FLORIDA REVISING THE C-51 CANAL ADVISORY COMMITTEE;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission created the C-51 Canal Advisory Committee by Resolution 56-2016 on November 1, 2016 with the task of monitoring and reviewing the results of the state's engineering and feasibility or any other subsequent studies; and

WHEREAS the City Commission desires to revise and broaden the scope of the C-51 Canal Advisory Committee; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA:

Section 1. That The C-51 Canal Advisory Committee shall be revised and renamed as the Waterways Board.

Section 2. That the five member board shall advise and inform the City Commission regarding water bodies and public lands adjacent to or discharging into the Lake Worth Lagoon and/or near to Lake Worth Beach for recreational uses, youth education, water safety, protection of water quality and protection of native aquatic species.

Section 2. That the Waterways Board shall be comprised of five members who reside in the City of Lake Worth Beach. To the extent possible, members should have experience in one of following: youth education, especially water related; boating, with preference for non-motorized, or an aspect of water science like limnology, wetland science or oceanography.

Section 3. Terms of Members.

- a) Members of the Board so appointed shall serve at the pleasure of the City Commission and may be removed from the Board for any reason;
- b) If any member of the Board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the Board held within any 12-month period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy; and
- c) If the position of a member becomes vacant for any reason, the City Commission shall appoint another person to serve.

Section 4. Election of Board Officers.

The Board shall elect its officers for a term of one calendar year.

- a) Chairperson – Presides at meetings of the Board and makes presentations, written and oral, on behalf of the Board to the City Commission and the City Manager;

- b) Vice-Chairperson – Performs the duties of the Chairperson in his/her absence; and
- c) Secretary – Records the minutes and attendance at each meeting.

Section 5. Meetings.

- a) The Board shall meet as necessary or as requested by the City Commission or the City Manager;
- b) A quorum for the conduct of business by the Board shall be not less than three (3) members of the Board;
- c) A majority of the members of the Board present at a meeting shall be necessary to make any determination required by the Board; and
- d) Meetings of the Board shall be open to the public, and minutes shall be kept. A public record of the Board’s minutes and resolutions shall be maintained and made available for inspection by the public.

Section 6. Conflicts. All resolutions or parts of resolutions in conflict with the provision of this Resolution are hereby repealed.

Section 7. Severability. In the event that any word, phrase, clause, sentence, or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence, or paragraph hereof.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

The passage of this Resolution was moved by _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this Resolution duly passed and adopted on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 16, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2023-08 – Revising Sections 2-82 & 2-83 relating to the City Tree Board, and changing its name to the Tree & Landscape Board

SUMMARY:

At the April 17, 2023 work session, the City Commission provided direction on proposed changes to the name and official duties / functions of the City Tree Board. The proposed ordinance is intended to reflect that direction, including renaming the board to the Tree & Landscape Board.

BACKGROUND AND JUSTIFICATION:

The City Tree Board was created in 1990. Sections 2-82 & 2-83 of the City's Code of Ordinances, which establish the board's advisory function and composition, were last amended in 2004 (Ordinance 2004-48). At the April 17, 2023 work session, the City Commission provided direction on desired future changes to the name of the board, and its functions and composition. Thereby, the proposed Ordinance is presented for the review and approval of the City Commission.

The revisions to the Ordinance include: changing the name of the board; reducing the number of members from seven (7) to five (5); adding the authority to advise on a City work plan for tree and landscape maintenance; clarifying the board's authority to reflect its existing activities; modifying language regarding board member terms and the annual election of the chair and vice-chair; and providing for technical qualifications for two (2) of the five (5) board members.

MOTION:

Move to approve/disapprove Ordinance No. 2023-08 on first reading, setting the second reading and public hearing for June 6, 2023.

ATTACHMENT(S):

Ordinance 2023-08

ORDINANCE NO. 2023-08 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REVISING THE CITY TREE BOARD TO SERVE IN A PLANNING AND ADVISORY CAPACITY WITH QUALIFIED CITY EMPLOYEES AND/OR CONSULTANT(S) RESPONSIBLE TO OVERSEE THE WRITING AND IMPLEMENTATION OF AN ANNUAL PLAN FOR PLANTING AND MAINTENANCE OF CITY LANDSCAPING; SEVERABILITY CLAUSE; CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Lake Worth Beach wishes to encourage citizen participation in the beautification of our community; and

WHEREAS, the City Commission wishes to apply to the National Arbor Foundation for designation as a "Tree City USA" City in an effort to promote its beautification goals; and

WHEREAS, in order to meet the application criteria for the Tree City USA designation, the City is required to establish an official City Tree Board to oversee writing and implementation of an annual work plan for planting and maintenance of City trees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. Chapter 2, Article IX, of the Code of Ordinances is hereby created to read as follows:

Chapter 2

ADMINISTRATION

. . .

ARTICLE IX. CITY TREE & LANDSCAPE BOARD

. . .

Sec. 2-82. Creation; Advisory function.

There is hereby created and established an official city tree & landscape board to serve in a planning and advisory capacity to the city commission on tree and landscaping related issues as follows: ~~The purpose of the board is to establish policy and provide standards within the city landscape ordinance for tree preservation and protection, both public and private. This policy will include, but not be limited to: providing educational materials on proper planting, pruning techniques, insect and disease control; planting of native species; inventory of existing trees; permit guidelines including rules for tree removal; opportunities for citizen involvement; and city tree sales. The board will also recommend the planting of trees which will provide a continuing shade canopy into the future.~~

- (a) Advise on the writing and implementation of an annual work plan as prepared by qualified city employees or consultant(s) to address all aspects of the planting and maintenance of city trees and landscaping, including but not limited to: recommendations on dead and hazardous tree removal, safety, fine pruning, planting, watering, fertilizing, insect and disease control, and related long-term planning and prioritizing; and providing that work plan provisions that impact the City's budget and staffing also be approved by the City Commission;
- (b) Review and provide a recommendation on amendments to the City's landscape requirements based on the consistency with the Comprehensive Plan, these LDRs, the University of Florida's Florida-Friendly Landscaping Program, and industry best practices; and
- (c) Provide recommendations and guidance on public information, education, and outreach in furtherance of the effective implementation of the City's landscape requirements, including public outreach events like festivals and tree giveaways

or sales. Public outreach may include providing educational materials on proper planting, pruning techniques, insect and disease control; planting of native species; tree preservation and protection both public and private; and permit guidelines including rules for tree removal;

Sec. 2-83. Members, terms and vacancies.

~~(a) The official city tree board of the City of Lake Worth shall be comprised of the following members: seven (7) resident members. Effective July 31, 2013, two (2) resident members shall be appointed for one-year terms, two (2) resident members shall be appointed for two-year terms, and three (3) resident members shall be appointed for three-year terms. Thereafter, all succeeding resident members would serve three-year terms. The city horticulturist shall be the advisor to the board. The official tree & landscape board shall be composed of five (5) volunteer members, appointed by the city commission, to serve in that capacity unless and until he/she/they is removed from office pursuant to law or a vacancy that otherwise occurs, in which case said vacancy shall be filled by the city commission. Members must be residents of the City, or own a business within the City. The board shall elect its own chairperson and vice chairperson annually at the first meeting in January.~~

~~(b) The membership of the tree & landscape board shall include two (2) members to the extent available who have certifications, licenses and/or education as a landscape architect, arborist, horticulturist, master gardener or have education/training/degree in one of the following areas: landscape architecture, botany, ecology, horticulture, agriculture, sustainability or a related field. The remaining three (3) members shall be members at large, who have demonstrated an interest, appreciation, understanding and/or knowledge of South Florida friendly landscapes.~~

~~(b) The board shall elect its officers annually for a term of one (1) calendar year at the first meeting in January:~~

~~(1) Chairperson. Presides at meetings of the board and makes presentations, written and oral, on behalf of the board to the city commission and the city manager.~~

~~(2) Vice chairperson. Performs the duties of the chairperson in his/her absence.~~

~~(3) Secretary. Records the minutes and attendance at each meeting.~~

Section 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions or this Ordinance are declared severable.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall become effective ten (10) days after passage.

The passage of this ordinance on first reading was moved by _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on first reading on the _____ day of _____, 2023.

The passage of this ordinance on second reading was moved by _____, seconded by Commissioner _____, as amended and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk