Table of Contents

Agenda . . . 4

Ordinance 2017-19: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida establishing the millage rate for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.

- Agenda Report . . . 7
- Millage Adoption Ordinance 2017-19 . . . 8

Ordinance 2017-20: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida adopting the budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing for reading in its entirety; and providing for an effective date.

- Agenda Report . . . 10
- Changes from proposed 2017-20 . . . 12
- Budget Adoption Ordinance 2017-20 . . . 14

Resolution 2017-07: A Resolution of the City Commission of the City of St. Pete Beach, Florida establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessment rolls; and providing for an effective date.

- Agenda Report . . . 16
- Annual Stormwater Assessment Resolution 2017-07 . . . 18

Approval of the minutes from the following City Commission meetings: July 25, 2017 and August 8, 2017.

- 07-25-2017 Regular . . . 28
- 08-08-2017 Regular . . . 34

Authorization to approve special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th between Blind Pass Rd and Boca Ciega Dr. Closures would be in effect on Saturday, October 14 from 12-9 pm.

- Agenda Report . . . 41
- Application . . . 42
- Street Closure map . . . 44

Authorization for street closures on Sundays from Oct 1, 2017 – May 28, 2018 of the 200 to the east end of the 400 block of Corey Ave for the Corey Area Business Association Sunday Market.

- Agenda Report . . . 45
- Application, Street Closure Map and Vendor List . . . 46

Authorization to approve special event application and street closure for the 9th Annual VW Beach Bash scheduled for Sunday, October 15, 2017. Closures would be 9th and 10th Avenues from 10pm Oct. 14 – 6pm Oct. 15, 2017.

- Agenda Report . . . 56

Event Application and Map 57
Request approval of the library iPad kiosk proposal from Demco, Inc., in the amount of $13,818.
Agenda Report 62
Demco Proposal 63
Request approval of the proposal from Crib Philbeck Weaver Group in the amount of $5,400.00 to perform a feasibility study and cost estimate for the comprehensive renovation of the deck and support structure of Merry Pier.
Agenda Report 64
Crib Philbeck Weaver Group Proposal 65
Request approval to submit Florida Job Growth Grant Fund public infrastructure grant proposal
Agenda Report 66
FL DEO Job Growth Grant Fund Application 67
FL DEO Job Growth Grant Fund Application Attachment 75
Request approval to execute the Advance Life Support (ALS) First Responder Agreement.
Agenda Report 78
Emergency Medical Services ALS First Responder Agreement 79
Request approval of the proposal from Insituform Technologies, LLC. in the amount of $98,560.50 to repair damage to nine stormwater pipe and outlet locations.
Agenda Report 121
Proposal 122
Request approval of the proposal from Cardno in the amount of $51,979.00 for Library Renovations Design including Package 2: HVAC and Package 3: Roof/Pre-Cast Wall under the Continuing Engineering Services Contract.
Agenda Report 123
Cardno Proposal 124
Inspection Report 131
Request approval of the proposal for City wide Holiday Decorations in the amount of $39,283.50 from Clark Sales Display, Inc.
Agenda Report 154
Clark Sales Display, Inc. Proposal 155
City Clerk Compensation
Agenda Report 157
Employment Agreement 158
Resolution 2017-08: Authorizing participation in the Florida Cooperative Liquid Assets Securities System, a local government investment pool, via interlocal agreement with other governmental participants for the purpose of exercising investment power jointly to invest funds in concert with other participants; and providing for an effective date.
Agenda Report 164
Res 2017-08 165

Resolution 2017-09: Authorizing participation in the Florida Education Investment Trust Fund, a local government investment pool, becoming a signatory Public Agency; providing for an effective date.

Agenda Report 216
Resolution 2017-09 217

THE SUNSET CAPITAL OF FLORIDA

COMMISSION SPECIAL MEETING
CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, September 19, 2017
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

---

1. **Ordinances**
   a. **Ordinance 2017-19: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida establishing the millage rate for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing and announcing the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; providing for reading in its entirety; and providing for an effective date.**
   b. **Ordinance 2017-20: Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida adopting the budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018; providing for reading in its entirety; and providing for an effective date.**

2. **Resolutions**
   a. **Resolution 2017-07: A Resolution of the City Commission of the City of St. Pete Beach, Florida establishing the rate of stormwater service assessments; approving stormwater service non-ad**

valorem assessment rolls; and providing for an effective date.

3. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

4. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

5. **Consent**
   a. **Approval of the minutes from the following City Commission meetings: July 25, 2017 and August 8, 2017.**
   b. **Authorization to approve special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th between Blind Pass Rd and Boca Ciega Dr. Closures would be in effect on Saturday, October 14 from 12-9 pm.**
   c. **Authorization for street closures on Sundays from Oct 1, 2017 – May 28, 2018 of the 200 to the east end of the 400 block of Corey Ave for the Corey Area Business Association Sunday Market.**
   d. **Authorization to approve special event application and street closure for the 9th Annual VW Beach Bash scheduled for Sunday, October 15, 2017. Closures would be 9th and 10th Avenues from 10pm Oct. 14 – 6pm Oct. 15, 2017.**
   e. **Request approval of the library iPad kiosk proposal from Demco, Inc., in the amount of $13,818.**
   f. **Request approval of the proposal from Crib Philbeck Weaver Group in the amount of $5,400.00 to perform a feasibility study and cost estimate for the comprehensive renovation of the deck and support structure of Merry Pier.**
   g. **Request approval to submit Florida Job Growth Grant Fund public infrastructure grant proposal**

6. **Action Items**
   a. **Request approval to execute the Advance Life Support (ALS) First Responder Agreement.**
   b. **Request approval of the proposal from Insituform Technologies, LLC. in the amount of $98,560.50 to**

repair damage to nine stormwater pipe and outlet locations.

c. **Request approval of the proposal from Cardno in the amount of $51,979.00 for Library Renovations Design including Package 2: HVAC and Package 3: Roof/Pre-Cast Wall under the Continuing Engineering Services Contract.**
d. **Request approval of the proposal for City wide Holiday Decorations in the amount of $39,283.50 from Clark Sales Display, Inc.**
e. **City Clerk Compensation**

7. **Resolutions**
   a. **Resolution 2017-08: Authorizing participation in the Florida Cooperative Liquid Assets Securities System, a local government investment pool, via interlocal agreement with other governmental participants for the purpose of exercising investment power jointly to invest funds in concert with other participants; and providing for an effective date.**
   b. **Resolution 2017-09: Authorizing participation in the Florida Education Investment Trust Fund, a local government investment pool, becoming a signatory Public Agency; providing for an effective date.**

8. **Items for Discussion – No items submitted at this time.**

9. **Audience Comments 2** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. **City Clerk, City Manager, City Attorney and City Commission Reports**

11. **Adjournment**

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this 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.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ordinance 2017-19: Setting the Fiscal Year 2018 Millage Rate

Date: September 19, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach's current millage rate is 3.1500 mills per $1,000 of taxable value. The fiscal year (FY) 2018 proposed budget was developed based on maintaining the 3.1500 millage rate, which generates $563,025 in new revenue due to a 7.3% increase in property values.

On August 21st, the Pinellas County Property Appraiser's Office mailed truth-in-millage (TRIM) notices to property owners indicating a proposed rate of 3.1500 for the City of St. Pete Beach. The final rate to be adopted may be less but cannot exceed the advertised rate of 3.1500 mills.

Alternative options are available to the City Commission. The following table illustrates a range of millage rates and their corresponding effects on the FY 2018 budget. The rolled-back rate of 2.9450, for instance, will reduce estimated ad valorem revenue by $541,817.

	Rate / $1,000	Revenue	Variance vs. Proposed	Voting Requirement
Proposed Rate	3.1500	$ 8,325,470	$ -	Super Majority
Simple Majority Maximum	3.0366	$ 8,025,753	$ (299,717)	Simple Majority
Rolled-Back Rate	2.9450	$ 7,783,653	$ (541,817)	Simple Majority

Staff recommends adoption of the 3.1500 millage rate, which will require a super majority vote for approval. This will allow the City to balance its budget, increase General Fund unassigned balance, fund the capital projects identified in the Capital Improvement Plan, and build reserves for future capital projects.

Requested Motion: "I move to approve Ordinance 2017-19." (Must be read in entirety).

Attachment: Ordinance 2017-19

Reviewed by the City Manager: WS

Ordinance 2017-19

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ESTABLISHING THE MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING AND ANNOUNCING THE NAME OF THE TAXING AUTHORITY, THE ROLLED-BACK MILLAGE RATE, THE PERCENTAGE INCREASE OVER THE ROLLED-BACK MILLAGE RATE, AND THE MILLAGE RATE TO BE LEVIED; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes s. 200.065 requires the adoption of the millage rate by separate vote and prior to the adoption of the annual budget; and

WHEREAS, Florida Statutes s. 200.065 requires that prior to adoption of the millage-levy ordinance, the following be publicly announced: the name of the taxing authority, the rolled-back millage rate, the percentage increase over the rolled-back millage rate, and the millage rate to be levied; and

WHEREAS, in no event may the millage rate adopted exceed the millage rate tentatively adopted.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. The name of the taxing authority is the City of St. Pete Beach.

SECTION 2. The rolled-back millage rate for fiscal year 2018 is 2.9450.

SECTION 3. The fiscal year 2018 proposed millage rate is 6.96% higher than the rolled-back rate.

SECTION 4. The millage rate to be levied for fiscal year 2018 shall be 3.1500 mills per $1,000 of taxable value.

SECTION 5. Effective Date. This ordinance shall take effect immediately upon adoption.

FIRST READING: ____________
PUBLISHED: ____________
SECOND READING: ____________
PUBLIC HEARING: ____________

CITY COMMISSION, CITY OF ST. PETE BEACH, FLORIDA.

____
Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this ________ day of ________, 2017.

____
Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

____
City Attorney
Andrew Dickman, Esq.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Ordinance 2017-20: Adopting the Fiscal Year 2018 Budget

Date: September 19, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The fiscal year (FY) 2018 proposed budget document was originally published on June 30, 2017. Several changes have been incorporated following the July 20th budget workshop and are listed in detail as an attachment. Among the changes are the following:

Revenue:

1. Ad valorem property values were initially estimated by the Property Appraiser's Office to increase 7.2%. The final preliminary calculation includes an increase of 7.3%, generating $7,186 in additional revenue.
2. Pinellas County recently revised its funding formula for EMS reimbursements. Previously, 25% of the EMS Coordinator position was reimbursed by the County. Under the new agreement 50% will be reimbursed, increasing revenue by $23,666.
3. Wastewater connection fees were recently increased. The revised budget accounts for the new connection rate, accounting for $1,668 in additional Wastewater Fund revenue.
4. An additional transfer was required to balance the Building Fund due to a position reclassification incorporated after the budget was proposed. The Building Fund includes $2,290 in additional inter-fund revenue.
5. The City Commission adopted Ordinance 2017-10 on July 25 recognizing unanticipated revenue, which is now included in the Revised FY 2017 data in the budget document.

Expenditures:

1. Several personnel changes are reflected in the Code Enforcement division, including the reclassification of the current Code Enforcement Officer to Code Enforcement Manager, a new Code Enforcement Officer position, and a new part-time administrative position. An additional vehicle is budgeted for the new Code Enforcement Officer.
2. Library staff will be requesting to purchase an iPad kiosk device in FY 2017. Previous budgets had assumed leasing rather than purchasing the equipment. The $7,450 lease funding included in the FY 2018 budget has been removed and replaced with annual software licensing fees totaling $950.
3. The Wastewater Fund includes new expenditures of $475,000 due to wastewater treatment fee increases proposed by the City of St. Petersburg. On June 30, staff received notification rates would be increasing by 26.12%.

4. Accounting fees have been reallocated corresponding to the total cost of user departments. Wastewater Fund expenditures increased while all other department costs decreased. There is no net change in accounting fees.
5. The Non-Departmental section of the General Fund includes an additional transfer expenditure of $2,290 due to the reclassification of a Building Inspector to Deputy Building Official.
6. The City Commission adopted Ordinance 2017-10 on July 25 accounting for new expenditures and inter-fund transfers, which are now included in the Revised FY 2017 data in the budget document.

The net budgetary loss from the revisions is $524,674, allocated by fund as follows:

Fund	(Loss) or Gain
General Fund	(44,929)
Capital Improvement Fund	0
Building Fund	0
Wastewater Fund	(481,742)
Reclaimed Water Fund	559
Stormwater Fund	1,438
Total Revisions	**($524,674)**

Below is a summary of the FY 2018 budget totaling $41,587,227, including the revisions:

FY 2018 St. Pete Beach Budget Summary	General Fund	Building Fund	Capital Improvement Fund	Wastewater Fund	Reclaimed Water Fund	Stormwater Fund	Total
Revenue	19,541,387	702,500	5,672,500	7,547,668	863,200	1,092,400	35,419,655
Transfers In	544,651	14,500	2,390,000	0	0	0	2,949,151
From Reserves	0	0	0	2,496,697	0	721,724	3,218,421
Total Sources	**$20,086,038**	**$717,000**	**$8,062,500**	**$10,044,365**	**$863,200**	**$1,814,124**	**$41,587,227**
Expenditures	15,860,652	704,000	7,696,938	10,044,365	742,330	1,814,124	36,862,409
Transfers Out	2,864,975	13,000	0	0	71,176	0	2,949,151
To Reserves	1,360,411	0	365,562	0	49,694	0	1,775,667
Total Uses	**$20,086,038**	**$717,000**	**$8,062,500**	**$10,044,365**	**$863,200**	**$1,814,124**	**$41,587,227**

Requested Motion: "I move to approve Ordinance 2017-20." (Must be read in entirety).

Attachment: Ordinance 2017-20
Budget Changes Since July 1, 2017

Reviewed by the City Manager: WS

Budget Changes Since July 1, 2017

REVENUE

Description	**Account**	**Fund**	**FY 2017 +/-**	**FY 2018 +/-**
Tax roll adjustments after June 1 estimate	001.311.000	General		$7,186
Pinellas County EMS: County revised funding formula	001.342.400	General		$23,666
Wastewater connection fee re-calculation per new rates	101.324.210	Wastewater		$1,668
Inter-fund transfer	201.381.002	Building		$2,290
Ord. 2017-10: City-owned parking facilities	001.344.500	General	$400,000	
Ord. 2017-10: County-owned parking facilities	001.344.501	General	$180,000	
Ord. 2017-10: Parking Citations	001.359.200	General	$40,000	
Ord. 2017-10: Pinellas County Library Cooperative	001.337.700	General	$25,836	
Ord. 2017-10: Interest Earnings	301.361.100	Capital	$38,000	
Ord. 2017-10: Transfer to Capital Improvement Fund	301.381.001	Capital	$645,000	
Ord. 2017-10: Transfer to Capital Improvement Fund	301.381.101	Capital	$1,804,073	
Ord. 2017-10: Transfer to Wastewater Fund	101.381.301	Wastewater	$2,000,000	

Total Revenue Changes by Fund:	General	$645,836	$30,852
	Capital	$2,487,073	$0
	Building	$0	$2,290
	Wastewater	$2,000,000	$1,668
	Reclaimed	$0	$0
	Stormwater	$0	$0
	Total	**$5,132,909**	**$34,810**

EXPENDITURES

Description	**Account**	**Fund**	**FY 2017 +/-**	**FY 2018 +/-**
Code Enforcement Manager reclassification (wages)	001.5403.524.5120	General		$975
Code Enforcement Manager reclassification (FICA tax)	001.5403.524.5210	General		$75
Code Enforcement Manager reclassification (retirement)	001.5403.524.5220	General		$97
Deputy Building Official reclassification (wages)	201.5402.524.5120	Building		$1,218
Deputy Building Official reclassification (FICA tax)	201.5402.524.5210	Building		$93
Deputy Building Official reclassification (retirement)	201.5402.524.5220	Building		$979
Code Enforcement Officer addition (wages)	001.5403.524.5120	General		$41,600
Code Enforcement Officer addition (FICA tax)	001.5403.524.5210	General		$3,182
Code Enforcement Officer addition (retirement)	001.5403.524.5220	General		$4,160
Code Enforcement Officer addition (insurance)	001.5403.524.5230	General		$8,165
Part-time Admin. Assistant addition (wages)	001.5403.524.5120	General		$8,500
Part-time Admin. Assistant addition (FICA tax)	001.5403.524.5210	General		$650
Code Enforcement Officer vehicle addition	001.5403.524.5641	General		$19,000
Inter-fund transfer	001.9618.581.5997	General		$2,290
Library iPad kiosk - to be purchased rather than leased	001.5602.571.5449	General		($7,450)
Library iPad kiosk - annual software renewal	001.5602.571.5462	General		$950
City of St. Petersburg wastewater treatment fees	101.6107.535.5434	Wastewater		$475,000
Re-allocation of accounting and auditing fees (Finance)	001.5601.513.5320	General		($5,368)
Re-allocation of accounting and auditing fees (Library)	001.5602.571.5320	General		($395)
Re-allocation of accounting and auditing fees (EMS)	001.5802.522.5320	General		($650)
Re-allocation of accounting and auditing fees	101.6107.535.5320	Wastewater		$8,410
Re-allocation of accounting and auditing fees	102.6108.537.5320	Reclaimed		($559)
Re-allocation of accounting and auditing fees	103.6108.537.5320	Stormwater		($1,438)
Ord. 2017-10: Transfer to Capital Improvement Fund	001.9618.581.5999	General	$645,836	

EXPENDITURES

Description	Account	Fund	FY 2017 +/-	FY 2018 +/-
Ord. 2017-10: Pass-a-Grille Way Phase II increase	301.8000.590.5650	Capital	$286,000	
Ord. 2017-10: Facility Security Improvements	301.8000.590.5650	Capital	$30,000	
Ord. 2017-10: Fire Station 22 Improvements	301.8000.590.5650	Capital	$56,000	
Ord. 2017-10: Transfer to Wastewater Fund	301.8000.590.5697	Capital	$2,000,000	
Ord. 2017-10: Transfer to Capital Improvement Fund	101.6107.535.5695	Wastewater	$1,804,073	

Total Expenditure Changes by Fund:	General	$645,836	$75,781
	Capital	$2,372,000	$0
	Building	$0	$2,290
	Wastewater	$1,804,073	$483,410
	Reclaimed	$0	($559)
	Stormwater	$0	($1,438)
	Total	**$4,821,909**	**$559,484**

Net Budgetary (Loss) or Gain by Fund:	General	$0	($44,929)
	Capital	$115,073	$0
	Building	$0	$0
	Wastewater	$195,927	($481,742)
	Reclaimed	$0	$559
	Stormwater	$0	$1,438
	Total	**$311,000**	**($524,674)**

Ordinance 2017-20

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR READING IN ITS ENTIRETY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes section 166.241 requires the adoption of a budget each fiscal year; and

WHEREAS, the amount available from taxation and other sources, including balances brought forward from prior years, must equal the total appropriations for expenditures and reserves; and

WHEREAS, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report required under Florida Statutes section 218.32(1); and

WHEREAS, the adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except as pursuant to the adopted budget; and

WHEREAS, the City of St. Pete Beach fiscal year 2018 budget is balanced; is presented at the level of detail required to file the annual financial report; and shall regulate expenditures of the City for the period beginning October 1, 2017 and ending September 30, 2018.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. The fiscal year 2018 budget document, attached hereto as Exhibit A ("the Budget"), is adopted by reference and is made a part of this ordinance. The Budget provides line item detail appropriating the sources and uses of funds summarized below:

General Fund:	$20,086,038
Building Fund:	$717,000
Capital Improvement Fund:	$8,062,500
Wastewater Fund:	$10,044,365
Reclaimed Water Fund:	$863,200
Stormwater Fund:	$1,814,124
Total:	$41,587,227

SECTION 2. This ordinance shall take effect immediately upon final adoption.

FIRST READING: ____________
PUBLISHED: ____________
SECOND READING: ____________
PUBLIC HEARING: ____________

CITY COMMISSION, CITY OF ST. PETE BEACH, FLORIDA.

____
Alan Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this ________ day of ________, 2017.

____
Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

____
City Attorney
Andrew Dickman, Esq.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Resolution 2017-07: Establishing the rate of stormwater service assessments; approving stormwater service non-ad valorem assessment rolls; and providing for an effective date.

Date: September 19, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach annually imposes non-ad valorem property assessments for the operation and maintenance of the City's stormwater infrastructure. The assessments are included as a component of the property tax bill and the annual requirements for imposing the assessments are similar to those of the budget adoption process.

Residents were informed of the proposed fiscal year (FY) 2018 stormwater assessments via TRIM notice in August 2017. The identified rates reflected the rate schedule tentatively adopted by the City Commission in August 2015, calling for a 3.0% increase applicable to Tier 1 assessments and a 13.5% increase applicable to Tier 2 assessments:

Rate Schedule per Resolution 2015-11	FY 2017	**FY 2018**	FY 2019	FY 2020
Tier 1 (per parcel)	$57.15	**$58.86**	$60.63	$62.45
Increase	3%	**3%**	3%	3%
Tier 2 (per ERU)	$79.46	**$90.19**	$101.01	$111.62
Increase	35%	**13.5%**	12.0%	10.5%

Staff recommends adoption of the FY 2018 rate increases in order to continue funding stormwater drainage improvements. Projects identified and budgeted for FY 2018 include the following:

Neighborhood flooding mitigation	$600,000
Boca Ciega Isle Drive stormwater improvements	$350,000
Alley improvements	$100,000
GIS integration system	$40,000
FY 2018 Total	**$1,090,000**

Approval of Resolution 2017-07 authorizes the FY 2018 rate increases and provides direction to staff to certify the non-ad valorem assessment roll to the Pinellas County Property Appraiser's Office. A second public hearing will be held on September 19, 2017 to confirm the assessments in accordance with the City's master Stormwater Resolution 2009-30.

Requested Motion: "I move to approve Resolution 2017-07."

Attachment: Resolution 2017-07

Reviewed by the City Manager: WS

Resolution 2017-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA ESTABLISHING THE RATE OF STORMWATER SERVICE ASSESSMENTS; APPROVING STORMWATER SERVICE NON-AD VALOREM ASSESSMENT ROLLS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA:

SECTION 1. AUTHORITY. This Annual Assessment Resolution of the City of St. Pete Beach, Florida (the "City") is adopted pursuant to Chapter 166, Florida Statutes, City Ordinance No. 2009-30 (the "Assessment Ordinance"), City Resolutions Nos. 2010-07, 2010-08, 2011-18 and 2011-19, as amended and supplemented (collectively, the "Stormwater Resolutions"), and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized terms used in this Annual Assessment Resolution shall have the meanings defined in the Assessment Ordinance and Stormwater Resolutions.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City adopted the Stormwater Resolutions imposing Stormwater Service Assessments against real property burdening the City's Stormwater System, and thus specially benefited by, the City's Stormwater Management Services.

(B) The imposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are burdening the City's Stormwater System and thus specially benefited by provision of the Stormwater Management Service.

(C) At a public hearing held on September 9, 2015, the City adopted Resolution 2015-11, which imposed Stormwater Service Assessments rates for the Fiscal Year beginning October 1, 2015 through and including the Fiscal Year beginning October 1, 2019. The maximum rate imposed during that time will be $62.45 per Tax Parcel for Tier 1 plus $111.62 per equivalent residential unit for Tier 2.

(D) The City desires to reimpose the Stormwater Service Assessments using the tax bill method for Fiscal Years beginning on or after October 1, 2017.

(E) In order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2017, the Assessment Ordinance requires the City to adopt an Annual Stormwater Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of Stormwater Service Assessments and approves the Stormwater Service Assessment Rolls for the upcoming Fiscal Year, with such amendments as the City deems appropriate, after hearing comments and objections from all interested parties.

(F) The updated Stormwater Service Assessment Rolls have heretofore been made available for inspection by the public, as required by the Assessment Ordinance.

(G) As required by the terms of the Assessment Ordinance, notice of a public hearing has been published and mailed to each property owner whose Stormwater Service Assessment has been increased or which will be charged for the first time and notifying such property owner of the opportunity to be heard. The proof of publication and an affidavit of mailing are attached hereto as EXHIBIT A and B, respectively.

(H) A public hearing has been duly held on September 5, 2017, and comments and objections from all interested persons have been heard and considered as required by the terms of the Assessment Ordinance.

(I) The Stormwater Service Assessments contemplated hereunder are imposed by the City, not the Pinellas County Property Appraiser or the Pinellas County Tax Collector. Any activity of the Pinellas County Property Appraiser or the Pinellas County Tax Collector under the provisions of this Annual Assessment Resolution shall be construed solely as ministerial.

(J) The legislative determinations and findings set forth in the Stormwater Resolutions are hereby ratified, confirmed and incorporated herein by reference.

SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS; APPROVAL OF STORMWATER SERVICE ASSESSMENT ROLLS. The Tax Parcels of Assessed Property described in the Stormwater Service Assessment Rolls, as updated, are hereby found to be specially benefited by the City's Stormwater Management Services in the amount of the Stormwater Service Assessments, copies of which were present or available for inspection at the above referenced public hearing and are incorporated herein by reference, and are hereby approved. The table below describes the rate of Stormwater Service Assessments that was previously approved for Fiscal Year 2018.

Description	Fiscal Year Beginning October 1, 2017
Tier 1 (fixed) per tax parcel	$58.86
Tier 2 (variable) per ERU	$90.19

It is hereby ascertained, determined and declared that the estimated revenue to be derived for Fiscal Year 2018 from the imposition of Stormwater Service Assessments at the rates shown above does not exceed the budgeted Stormwater Management Services, which includes a pro rata share of collection and administration costs and amounts necessary to account for the maximum discount for early payment of non-ad valorem assessments on the same bill as ad valorem taxes. Stormwater Service Assessments in the amounts set forth in the Stormwater Service Assessment Rolls are hereby levied and reimposed on all Tax Parcels described in the Stormwater Service Assessment Rolls. Adoption of this Annual Stormwater Resolution constitutes a legislative determination that all parcels charged derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Stormwater Resolutions from the City's Stormwater Management Services, and that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that burden the Stormwater System and thus receive the special benefit.

SECTION 5. CONFIRMATION OF STORMWATER RESOLUTIONS. The Stormwater Resolutions are hereby ratified and confirmed.

SECTION 6. COLLECTION OF STORMWATER SERVICE ASSESSMENTS. The Stormwater Service Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in the Assessment Ordinance and the Stormwater Resolutions. The City Manager is hereby authorized and directed to certify and deliver, or cause the certification and delivery of, the Stormwater Service Assessment Rolls for the Stormwater Service Assessments to the Tax Collector by September 15, 2017, in the manner prescribed by the Uniform Assessment Collection Act. The Stormwater Service Assessment Rolls for the Stormwater Service Assessments, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the same form as attached hereto as EXHIBIT C.

SECTION 7. STORMWATER SERVICE ASSESSMENT LIENS. Such Stormwater Service Assessments imposed within the City listed on the Stormwater Service Assessments Rolls described in Section 4 hereof shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims until paid.

The lien for Stormwater Service Assessments shall be deemed perfected upon adoption of this Annual Stormwater Resolution. Upon perfection, the lien for Stormwater Service Assessments collected under the Uniform Assessment Collection Act shall attach to the property included on the Stormwater Service Assessments Rolls as of January 1, 2016, the lien date for ad valorem taxes.

SECTION 8. EFFECT OF ADOPTION OF ANNUAL STORMWATER RESOLUTION. The adoption of this Annual Stormwater Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of the special assessments and the adoption of the Stormwater Service Assessments Rolls), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the effective date of this Annual Stormwater Resolution.

SECTION 9. CONFLICTS. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10. SEVERABILITY. If any clause, section, other part or application of this Annual Stormwater Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or by application, it shall not affect the validity of the remaining portions or applications of this Annual Stormwater Resolution.

SECTION 11. EFFECTIVE DATE. This Annual Stormwater Resolution shall become effective immediately upon its adoption.

DULY ADOPTED this 5th day of September, 2017.

CITY OF ST. PETE BEACH, FLORIDA

(SEAL)

By:____________________________________
Alan Johnson, Mayor

ATTEST:

____
Rebecca C. Haynes, City Clerk

EXHIBIT A

PROOF OF PUBLICATION

LEGAL NOTICE

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER RELATED NON-AD VALOREM SPECIAL ASSESSMENTS IN THE CITY OF ST. PETE BEACH

The City Commission (the "Commission") of the City of St. Pete Beach (the "City") is considering adoption of an Annual Assessment Resolution for Fiscal Year 2018 pertaining to an increase in the annual special assessments against tax parcels within the City limits to fund costs associated with the City's stormwater system. The special assessment for each parcel of property consists of two tiers: (1) a per parcel amount imposed to fund the fixed costs associated with the City's stormwater system, and (2) an amount based upon the amount of impervious area attributable to each parcel as measured by "Equivalent Residential Units" (ERUs) imposed to fund the variable costs associated with the City's stormwater system. A more specific description of the stormwater assessments are the method of computing the assessment for each tax parcel, together with a mitigation credit procedure providing for limited reduction in the amount of the assessment for property owners with certain private stormwater mitigation facilities, are set forth in City Resolution No. 2010-07, 2010-08, 2011-18, and 2011-19, as amended and supplemented (collectively, the "Stormwater Resolutions").

The Commission will hold public hearings at 6:00p.m., or as soon thereafter as the matter may be heard, on September 5, 2017 and September 19, 2017, in the City Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida for the purposes of receiving public comment on the proposed increased assessments and considering a resolution approving stormwater non-ad valorem assessment rolls. If imposed, the stormwater assessments for Fiscal Year 2018 and each fiscal year thereafter will be collected on the annual property tax bill issued each November by the Pinellas County Tax Collector in which case failure to pay the stormwater assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

All affected property owners are invited to attend and participate in the September 5, 2017 and September 19, 2017 public hearings and may also file written objections with the City Commission prior to or during the hearings. Anyone wishing to appeal a decision made by the Commission with respect to any matter considered at the hearing will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is made.

The stormwater assessment will be imposed at a maximum rate of $62.45 per tax parcel for tier 1 plus $111.62 per equivalent residential unit or "ERU" for tier 2 as part of a five-year overall rate increase. Such amounts include a pro rata share of administrative and collection costs associated with the stormwater assessments (including fees imposed by the property appraiser and tax collector) and have been increased to account for the maximum discount for early payment of non-ad valorem assessments on the same bill as ad valorem taxes. The stormwater assessment is an annual assessment which will continue from year to year. Until paid, the stormwater assessment will constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments.

Copies of the Stormwater Resolutions, the Annual Assessment Resolution and the preliminary stormwater non-ad valorem assessment roll are available for inspection at the Finance Office, located at City Hall, 155 Corey Avenue, St. Pete Beach, Florida.

Questions concerning the proposed assessment should be directed to the City's Finance Department at (727) 363-9250.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE AT LEAST 48 HOURS IN ADVANCE OF THE MEETINGS AT (727) 363-9220.

CITY OF ST. PETE BEACH, FLORIDA

Prepared by: Vincent Tenaglia, Administrative Services Director
Submitted by: Rebecca Haynes, City Clerk
8/22/17

08/25/2017 518171-1

EXHIBIT B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

BEFORE ME, personally appeared the undersigned affiant, who after being duly sworn depose and say:

(1) Camilla Augustine is Project Director of Ennead, LLC ("Ennead").

(2) Ennead was engaged by the City of St. Pete Beach, Florida (the "City") to prepare the non-ad valorem assessment rolls pertaining to the City's stormwater system for the fiscal year commencing October 1, 2017.

(3) Ennead worked with the Pinellas County Property Appraiser to facilitate inclusion of notice of the City's September 5, 2017 public hearing to consider such assessment rolls on the TRIM notice required by section 200.069, Florida Statutes, as authorized by section 197.3632(6), Florida Statutes, in accordance with Section 2.06 of City Ordinance No. 2009-30.

(4) An exemplary form of such notice is attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

____
Camilla Augustine, affiant

STATE OF FLORIDA
__________ COUNTY

The foregoing Affidavit of Mailing was sworn to and subscribed before me this ____ day of ___________, 2017, by Camilla Augustine. She is personally known to me or has produced _______________ as identification and did take an oath.

____
Printed/Typed Name: __________________
Notary Public-State of _______________________
Commission Expires:__________________

(SEAL)

EXHIBIT C

FORM OF CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the City Manager of the City Commission of the City of St. Pete Beach, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Pinellas County Tax Collector by September 15, 2017.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Pinellas County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this ____ day of September, 2017.

CITY OF ST. PETE BEACH, FLORIDA

By:___________________________
Wayne Saunders, City Manager

CITY COMMISSION MEETING

MINUTES

JULY 25, 2017

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Vince Tenaglia, Administrative Services Director

1. Presentations

There were no presentations.

2. Changes to the Agenda

City Manager Saunders requested to continue Item 6(c), Ordinance 2016-09, to date certain of August 8, 2017.

3. Audience Comments

John Michael, Bay Street, spoke against the moratorium on medical marijuana.

4. Consent

a. Authorize a task order with Cribb, Philbeck, Weaver Group, Inc. in the amount of $20,000.00 to provide City Construction Inspection services.

City Manager Saunders reviewed the task order, noting it incorporates all public works projects and recommended approval as presented.

Hearing no further Commissioner comments or audience comments, Mayor Johnson called for a motion and a vote.

Commissioner Falkenstein moved to approve Item 4(a) as presented. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

5. Action Items

a. Authorize a task order with George F. Young, Inc. in the amount of $30,000.00 to provide City Engineer services.

Mr. Saunders commented that the task order will provide for a qualified individual to manage projects until a full-time replacement is hired.

Mayor Johnson called for audience comments.

John Michael, Bay Street, requested clarification on another item and was requested to speak during audience comments when the specific item was addressed.

Hearing no Commission comments or further audience comments, Mayor Johnson called for a motion and a vote.

Vice Mayor Friszolowski moved to approve Item 5(a), to approve a task order with George F. Young, Inc. in the amount of $30,000 to provide city engineer services until such time as a new full-time City Engineer is hired. The motion was seconded by Commissioner Finnerty and unanimously approved by an individual roll call vote.

b. Request of approval to enter into a purchasing agreement with Tampa Truck Center in the amount of $85,021.00 for the purchase of a Freightliner Dump Truck.

The dump truck was approved for purchase during the current fiscal year and will be used for hauling concrete, shell, dirt, and bulk materials.

Hearing no audience comments or further Commission comments, Mayor Johnson called for a motion and a vote.

Commissioner Pletcher moved to approve Item 5(b), to approve to enter into a purchasing agreement with Tampa Truck Center in the amount of $85,021.00 for the purchase of a Freightliner dump truck. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

6. Ordinances

a. Ordinance 2017-10: Final Reading and Public Hearing. an ordinance of the City of St. Pete Beach, Florida providing for supplemental appropriations to the General, Wastewater, and Capital Improvement Funds.

City Manager Saunders explained that the proposed ordinance will provide for additional revenue and expenses not anticipated in the original budget.

Hearing no further Commission comments, Mayor Johnson called for a motion.

Commissioner Finnerty moved to approve Item 6(a), Ordinance 2017-10, upon final reading, an ordinance of the City of St. Pete Beach, Florida, providing for supplemental appropriations to the General, Wastewater, and Capital Improvement Funds; providing for conflicts, severability, construction, publication and an effective date. The motion was seconded by Vice Mayor Friszolowski.

Hearing no audience comments, Mayor Johnson called for the vote.

The motion was unanimously approved by an individual roll call vote.

b. Ordinance No 2017-15: First Reading and Public Hearing of an ordinance of the City of St. Pete Beach, Florida for a Temporary moratorium on the submittal and processing applications, and issuance of any permit for location of any wireless communication facility, tower or antenna.

Mr. Saunders and Mr. Dickman explained that House Bill 687 allows wireless facilities to install, place, maintain or replace micro-wireless facilities in the public right-of-way; however, local governments may adopt temporary moratoriums under certain conditions.

Mayor Johnson called for audience comments.

John Michael, Bay Street, spoke in support of establishing regulations based solely upon what the City needs rather than utilizing documents from other municipalities.

Hearing no further Commission or audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Finnerty moved to approve Item 6(b), Ordinance 2017-15, upon first reading, an ordinance of the City of St. Pete Beach, Florida, establishing a temporary moratorium on the submittal and processing of any application and issuance of any permit for location of any wireless communication facilities, towers or antennas in the City's right-of-way for a period of one hundred twenty days (120) days; providing for legislative findings, intent and purpose; providing for conflicts, severability, construction and publication; providing for an effective date. The motion was seconded by Vice Mayor Friszolowski and unanimously approved by an individual roll call vote.

c. Ordinance 2016-09. First Reading and Public Hearing, An Ordinance amending Chapter 6, Alcoholic Beverages, of the City of St. Pete Beach Code of Ordinances allowing for the consumption of alcohol on the sand beach in conjunction with a transient lodging facility. (Request to continue until August 8, 2017)

Vice Mayor Friszolowski moved to continue Item 6(c), Ordinance 2016-09, to date certain of August 8, 2017. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

7. Resolutions

a. Resolution 2017-05: Establishing the fiscal year 2018 tentative millage rate and scheduling public hearings for budget adoption.

City Manager Saunders noted the tentative millage rate will be advertised and notification will be sent to all property owners. Public hearings on the millage rate and the proposed FY 2018 budget will be scheduled for September 5, 2017 and September 19, 2017.

Hearing no further Commissioner comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Pletcher moved to approve Item 7(a), Resolution 2017-05, a resolution of the City Commission of the City of St. Pete Beach, Florida, establishing the Fiscal Year 2018 tentative millage rate; scheduling public hearing dates for budget adoption; and providing for an effective date.

WHEREAS, the proposed fiscal year 2018 budget has been delivered to the City Commission; and

WHEREAS, the City of St. Pete Beach must notify the Pinellas County Property Appraiser's Office of its tentative millage rate and first public hearing schedule prior to August 4, 2017; and

WHEREAS, the City Commission intends to advertise a maximum millage rate of 3.15 mills; and

WHEREAS, the City Commission intends to provide advance notice to residents regarding public hearing dates for the fiscal year 2018 budget adoption process.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: The fiscal year 2018 millage rate shall not exceed 3.15 mills per $1,000 of taxable value.

Section Three: Public hearings relating to the fiscal year 2018 budget adoption process are hereby scheduled for Tuesday, September 5th at 6:00 p.m. and Tuesday, September 19th at 6:00 p.m. at 155 Corey Avenue.

Passed this 25th day of July, 2017, by the City Commission of the City of St. Pete Beach, Florida.

The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll vote.

8. Items for Discussion

There were no items for discussion submitted.

9. Audience Comments 2

John Michael, Bay Street, spoke in opposition to proposed regulations in regard to drinking on the sand areas of the beach.

An unidentified speaker discussed the upcoming solar eclipse on August 21, 2017.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes had no report.

City Manager Saunders had no report.

City Attorney Dickman reported on the following item:

- Update on Anderson vs the City of St. Pete Beach case

Commissioner Pletcher reported on the following items:

- Proposed memorial to Medal of Honor recipients located in Pass-a-Grille Park
- Pass-a-Grille Way Reconstruction Project and road condition
- Fats, Oils and Grease (FOG) ordinance

Commissioner Finnerty reported on the following items:

- Florida League of Cities Advocacy meeting in Orlando
- Home Rule presentation

Commissioner Falkenstein reported on the following items:

- Turtle hatching season
- Manatee water zones

Vice Mayor Friszolowski reported on the following items:

- Chamber of Commerce signage
- Speeding boats and enforcement
- Pass-a-Grille Way Reconstruction Project schedule
- Proposed hoarding ordinance

Mayor Johnson reported on the following items:

- Chamber of Commerce meeting the first Tuesday of each month at City Hall
- Pass-a-Grille Way Reconstruction Project and related detour to Sunset Way
- Monthly meeting with the public held at the Library on the Monday prior to the first Commission meeting of the month

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:33 p.m.

Attest:

____________________________ ____________________________

Rebecca C. Haynes, City Clerk Al Johnson, Mayor

Minutes approved on: ___________

CITY COMMISSION MEETING

MINUTES

AUGUST 8, 2017

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Al Johnson, Mayor
Ward Friszolowski, Vice Mayor
Terri Finnerty, Commissioner
Rick Falkenstein, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Jennifer McMahon, Recreation Director
Vince Tenaglia, Administrative Services Director

1. Presentations

There were no presentations.

2. Changes to the Agenda

City Manager Saunders commented that a notice mailed to residents, in regard to a conditional use permit request for water sports equipment rental, was incorrectly dated and will be heard at the August 22, 2017 Commission meeting.

3. Audience Comments

Sebastian Font, operator of Island Ferry, commented in favor of the purchase of a fire boat and requested clarification of ownership of the dock.

4. Consent

a. Approval of minutes from City Commission Meeting June 27, 2017

b. Authorization to hang banners over 75th Avenue at Boca Ciega Drive for the October Concert Series held each Friday in October 2017.

City Manager Saunders reviewed the items and recommended approval as presented.

Vice Mayor Friszolowski moved to approve Consent Items 4(a) and 4(b) as presented. The motion was seconded by Commissioner Falkenstein.

Hearing no Commission or audience comments, Mayor Johnson called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

a. Approve Change Order No. 25 to the purchase agreement with Nelson Construction for the Pass-a-Grille Way Reconstruction Project in the amount of $84,480.44.

City Manager Saunders noted the existing cracked pipes collapsed during replacement, causing an overflow which necessitated the emergency rental of by-pass equipment.

Hearing no further Commission comments or audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Pletcher moved to approve Item 5(a), to approve Change Order No. 25 to the purchase agreement with Nelson Construction for the Pass-a-Grille Way Reconstruction Project in the amount of $84,480.44. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

b. Approve Change Order No. 2 to the purchase agreement with Hinterland Group, Inc. for the Lift Station No. 16 Rehabilitation Project in the amount of $120,010.00.

City Manager Saunders explained that the change order is necessary due to the unanticipated deterioration of the fiberglass tank lining.

Mayor Johnson called for audience comments.

John Michael, Bay Street, commented on public awareness in regard to the analysis used when awarding projects to contractors.

Hearing no further Commissioner comments or audience comments, Mayor Johnson called for a motion and the vote.

> **Vice Mayor Friszolowski moved to approve Item 5(b), to approve Change Order No. 2 to the purchase agreement with Hinterland Group, Inc. for the Lift Station No. 16 Rehabilitation Project in the amount of $120,010.00. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

6. Ordinances

a. Ordinance No 2017-15, Final Reading and Public Hearing of an Ordinance of the City of St. Pete Beach, Florida for a temporary moratorium on the submittal and processing of applications, and issuance of any permit for location of any wireless communication facility, tower or antenna.

Andrew Dickman, City Attorney, noted the moratorium will provide staff sufficient time to draft the procedure, the application form, and any permissible restrictions in accordance with the recently adopted state law.

Hearing no further Commission comments or audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Finnerty moved to approve Item 6(a), Ordinance No. 2017-15, upon final reading, an ordinance of the City of St. Pete Beach, Florida, establishing a temporary moratorium on the submittal and processing of any application and issuance of any permit for location of any wireless communication facilities, towers or antennas in the City's right-of-way for a period of one hundred twenty (120) days; providing for legislative findings, intent and purpose; providing for conflicts, severability, construction and publication; providing for an effective date. The motion was seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.**

b. Ordinance No. 2016-09, First Reading and Public Hearing, an Ordinance amending Chapter 6, Alcoholic Beverages, of the City of St. Pete Beach Code of Ordinances, allowing for the consumption of alcohol on the sand beach in conjunction with a transient lodging facility.

Jennifer Bryla, Community Development Director, reported that the proposed ordinance will provide for the consumption of alcoholic beverages on the sand beach in conjunction with a transient lodging facility.

The Commission discussed community reputation; cabana area boundaries; registered hotel guests and cabana-only guests; issuance, renewal and revocation of permits; penalties; private land and public land; cart service; and adherence to potential changes to the conditions.

Mayor Johnson called for audience comments.

John Michael, Bay Street, spoke in opposition to the proposed ordinance.

David Westmark, Blue Turtle Society, spoke in favor of requiring biodegradable straws, cups, lids, etc.

Keith Overton, President of TradeWinds Resort, spoke in support of the ordinance and requested consideration to allow service via an electric mobile cart in addition to service on foot. Mr. Overton noted that the carts will allow faster service and will be equipped with a trash receptacle.

Bill Pyle, President of Silver Sands Condominium Master Association, spoke in opposition to the proposed ordinance.

Robert Czyszczon, Owner of Plaza Beach Resort, spoke in support of the proposed ordinance noting the hotels provide for clean-up services on the beach.

City Attorney Dickman amended the language as follows:

> Section 3(d) (4) (g): Delete "on foot"
>
> Section 3(d) 4) (j): Delete "…mobile distribution of alcohol is strictly prohibited"
>
> Add "Section 3(d) (4) (l): Cabana service area permits shall be issued on an annual basis and subject to all ordinance amendments at the time of renewal."

Hearing no further Commission comments or audience comments, Mayor Johnson called for a motion and the vote.

> **Commissioner Finnerty moved to approve Item 6(b), Ordinance No. 2016-09, upon first reading, an ordinance of the City Commission of the City of St. Pete Beach, Florida, amending Division 2, Section 2.1 – Words, Terms and Phrases Defined, of the St. Pete Beach Land Development Code; amending Chapter 6, Alcoholic Beverages, Article 1, in general, of the City of St. Pete Beach Code of Ordinances by amending Section 6.5, Public Consumption or Possession, relating to restriction and permitting of public alcohol consumption on sand beach areas; providing for publication in accordance with the requirements of law; and providing for an effective date, with the amendments as stated by the City Attorney. The motion was**

seconded by Commissioner Falkenstein and unanimously approved by an individual roll call vote.

c. Ordinance No. 2017-14, First Reading and Public Hearing, relating to the re-platting of real property

Ms. Bryla explained that the applicant is aggregating portions of lots 11 and 12, and combining lots 13, 14, 15 and 16 located at 7200 and 7210 Gulf Boulevard, which will create one lot for commercial-use purposes.

Hearing no further Commission comments or any audience comments, Mayor Johnson called for a motion and the vote.

Commissioner Pletcher moved to approve Item 6(c), Ordinance 2017-14, upon first reading, an ordinance of the City of St. Pete Beach, Florida, providing for a re-plat of a portion of Lots 11 and 12, and Lots 13, 14, 15 and 16 of a re-plat of St. Petersburg Beach, according to the plat thereof, as recorded in Plat Book 5, pages 28 and 29, of the public records of Pinellas County, Florida, lying in Section 36, Township 31 South, Range 15 east, City of St. Petersburg Beach, Pinellas County, Florida, more fully detailed in the attached survey, providing for conflicts, severability, construction, publication and an effective date. The motion was seconded by Vice Mayor Friszolowski and unanimously approved by an individual roll call vote.

7. Resolutions

There were no resolutions presented.

8. Items for Discussion

a. Pass-A-Grille Freedom Fountain Request

Mayor Johnson discussed the Freedom Fountain project as proposed by Mr. Harry Metz and Mr. Brooks Cavender in regard to the location, dimensions, costs, etc.

It was the consensus of the Commission to request the Recreation Advisory Board and the Historic Preservation Board review the project and provide input, and return to the City Commission with more detailed information.

b. Plastic Bags Prohibition

Commissioner Falkenstein presented information in regard to the increased use of plastic and Styrofoam materials.

9. Audience Comments - 2

John Michael, Bay Street, spoke against allowing drinking of alcoholic beverages on the sand beach.

Robert Czyszczon, Plaza Beach Resort, spoke in support of limiting the use of plastic bags and in support of allowing LED signs where "letter signs" currently exist.

Unidentified speaker discussed astrological events.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following item:

- Current meeting schedule for advisory boards and the December commission meeting schedule

City Manager Saunders reported on the following items:

- FOG ordinance
- Intersection at Pass-a-Grille Way and 21st Avenue has been temporarily changed to a four-way stop
- Intersections on Corey Avenue at Boca Ciega Drive and at Blind Pass Road will undergo a trial period of using four-way traffic signal stops

City Attorney Dickman did not have a report.

Commissioner Finnerty reported on the following item:

- Florida League of Cities conference in Orlando

Commissioner Falkenstein reported on the following items:

- School begins on Thursday, August 10, 2017
- Update on Pump Station No. 2
- Update on Upham Beach rock jetty

Vice Mayor Friszolowski reported on the following items:

- Update on speeding boats
- Update on proposed hoarding ordinance

Commissioner Pletcher reported on the following items:

- Pass-a-Grille Way Reconstruction Project, speeding vehicles and study in regard to the four-way stop at 21st Avenue

Mayor Johnson reported on the following items:

- Big C Meeting held on July 26, 2017
- Mayors' Council Meeting held on August 2, 2017
- LED sign ordinance
- Vehicle towing from Dolphin Village
- Unsightly dumpster location crossing over Corey Avenue bridge

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 9:05 p.m.

Attest:

____________________________ ____________________________

Rebecca C. Haynes, City Clerk   Alan Johnson, Mayor

Minutes approved on: ___________

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization to approve special event application and street closure for Gulf Beaches Elementary Fall Festival. Closures would be 85th between Blind Pass Rd and Boca Ciega Dr. Closures would be in effect on Saturday, October 14 from 12-9 pm.
Date:	September 19, 2017
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	Gulf Beaches Elementary Fall Festival and Carnival is an event held as a fundraiser for the school. This year a request is made to close 85th Ave between Blind Pass Road and Boca Ciega Dr from 12-9pm. A variety of activities are planned for the event on Gulf Beaches Elementary school site.
Funding:	N/A
Requested Motion:	"I move to authorize the approval of Gulf Beaches Elementary Fall Festival event application and street closures for October 14, 2017"
Attachments:	Event application and street map
Reviewed by City Manager	WS

City of St. Pete Beach Recreation Department

Event Application

Live It! St Pete Beach Recreation Department

Applicant

Name of Applicant: Heather Petersen on behalf of Gulf Beaches Elem. Magnet Title (if applicable): Fundraising Event Fish Broil Carnival & Auction

Name of Organization (if applicable) Gulf Beaches Elementary Magnet PTA

Tax Exempt? ___ Yes ___ No Non-Profit? ___ Yes ___ NO *If yes on either, please provide documentation*

Mailing Address: 8600 Boca Ciega Drive, St Pete Beach, FL

Cell Phone: 727-458-4512 Email: petersenh@pcsb.org / fallfestivalgbem@gmail.com

Event Information

Event Title: Fish Broil Carnival & Auction Event/Organization Web Address: pcsb.org

Event Location(s): 8600 Boca Ciega Drive, St. Pete Beach

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
10/14/17	Saturday	4-7pm	7:00pm
		Will start set-up by noon	

Set Up Date(s): 10/14 Time(s) 12:00 to 4:00

Cleanup Date(s): 10/14 Time(s) 7:00 to 8:00

Description of Event: Festival/Carnival - bounce houses, carnival games, food, face painting, music

Will this be an Annual Event? ✓ Yes ___ No If yes, next year's date(s): not determined yet

Event Logistics

Estimated Attendance *(includes event crew, participants, and spectators)*

≈ 1,000 (This Year) ≈ 1,000 (Last Year (if Applicable))

List all event activities: Arts/Crafts/Bounce houses/grilled dinner/music/games Auction

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Food being donated by local restaurants, McDonald's, Dweebs BBQ, walmart, Spiros

Will alcohol be served or sold? ____Served ____Sold X No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) Fun Services
inflatables and Carnival Games

Event Equipment *(include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc on* ***site map****)*
tents, table, chairs, booths, dunk tank, cocoa corn truck

All the above require a temporary structure permit Cost for each is $25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) DJ / live music / Ronald McDonald

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 4-7pm

Electricity Needed ✓ Yes ____No Source: School

Will portable restrooms be used? ____Yes ✓ No If yes (include on **site plan**)· One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ✓ Yes ____No If yes *(include on* ***site plan****)*

How Many?_____ Size:_______ Installation Date:_____________ Removal Date:____________

Please list any admission charges, donations, parking, registration or other fees and how much? ________
free admission

Does Event require any Road or Sidewalk Closures? ✓ Yes ____No

If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
35th	Boca Ciega Dr	31st Pass Rd.	10/14/17	12-9pm

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St Pete Beach I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate

For events on Public property, I agree to obtain and furnish the City of St Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars ($1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St Pete Beach may result in a denial of my request

Heather Petersen
Print Name

[signature]
Signature

Gulf Beaches Elementary Magnet
Corporation Name (if applicable)

8/29/17
Date


Gulf Beach Elementary School
Boca Ciega Dr
St. Alban's
85th Ave
Blind Pass Road

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization for street closures on Sundays from Oct 1, 2017 – May 28, 2018 of the 200 to the east end of the 400 block of Corey Ave for the Corey Area Business Association Sunday Market.
Date:	September 19, 2017
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	The Corey Area Business Association requests permission for street closure on Sundays for the Sunday Market that includes the 200 to the east end of the 400 blocks of Corey Ave on Sundays from Oct. 1, 2017 – May 28, 2018 from 9am – 3pm each Sunday. City staff and sheriff's office reviewed the application. The fire marshal is requiring the market organizers provide 12 ft. clear lane on the blocked off street for fire truck access. All exposed electrical cords need to be covered as well as the exhaust hole (port hole) for any generator on premise. All food vendors must have fire extinguishers on site. All street closures need the permission of the commission.
Requested Motion:	"I move to authorize the approval for street closure of Corey Ave from the 200 block to the east end of the 400 block for the Corey Ave Sunday Market."
Funding:	**n/a**
Attachments:	Event Application and diagram
Reviewed by City Manager	WS ___

City of St. Pete Beach Recreation Department

Event Application

pplicant

ame of Applicant: YVONNE MARCUS Title(If applicable): PRESIDENT

ame of Organization (if applicable): COREY AREA BUSINESS ASSOCIATION

ax Exempt? ✓ Yes ____No Non-Profit? ✓ Yes ____NO *If yes on either, please provide documentation*

lailing Address: P.O. BOX 67393, ST. PETE BEACH, FL 33736

ell Phone: 727 580-8331 BEST: 360-2953 Email: artexpogallery@tampabay.rr.com

vent Information

vent Title: COREY SUNDAY FRESH MARKET Event/Organization Web Address: www.coreyave.com

vent Location(s): 300 + partial 400 BLOCK, OF COREY + 200 BLOC

vent Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
OCT 1, 2017 - May 27, 2017	SUNDAY	10AM	2pm

et Up Date(s):____ Time(s)____ to____

eanup Date(s):____ Time(s)____ to____

escription of Event: FARMERS MARKET, OUTDOOR COOKING, LIVE MUSIC, HANDCRAFTED ITEMS

'ill this be an Annual Event? ✓ Yes ____No If yes, next year's date(s):____

vent Logistics

stimated Attendance 2000 (This Year) 2000 (Last Year (If Applicable))

cludes event crew, participants, and spectators)

st all event activities: SIGNAGE, RETAIL VENDING, STREET CLOSURE, VENDOR FOOD SALE, OUTDOOR COOKING, TEMPORARY STRUCTURES (TENTS) BANNER, MUSIC, + 2 PORTOLETS (1 HANDICAP / 1 SINGLE)

st all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Will alcohol be served or sold? ____Served ____Sold ✓ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) ________________

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc.on site map) TENTS (VENDOR
1 OR 2 FOOD TRUCKS ON OCCASION

All the above require a temporary structure permit. Cost for each is $25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) LIVE MUSIC

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 10 AM - 2PM

Electricity Needed ____Yes ____No Source: ________________

Will portable restrooms be used? ✓ Yes ____No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ____Yes ✓ No If yes *(include on site plan)*

How Many?____ Size:______ Installation Date:__________ Removal Date:__________

Please list any admission charges, donations, parking, registration or other fees and how much? ________

Does Event require any Road or Sidewalk Closures? ✓ Yes ____No

If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
200 BLK COREY	MID BLOCK	BOCA CIEGA	(when necessary)	6 AM-3:30 pm
300 BLK COREY	BOCA CIEGA	BLIND PASS		
400 BLK COREY	BLIND PASS	MID BLOCK		

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

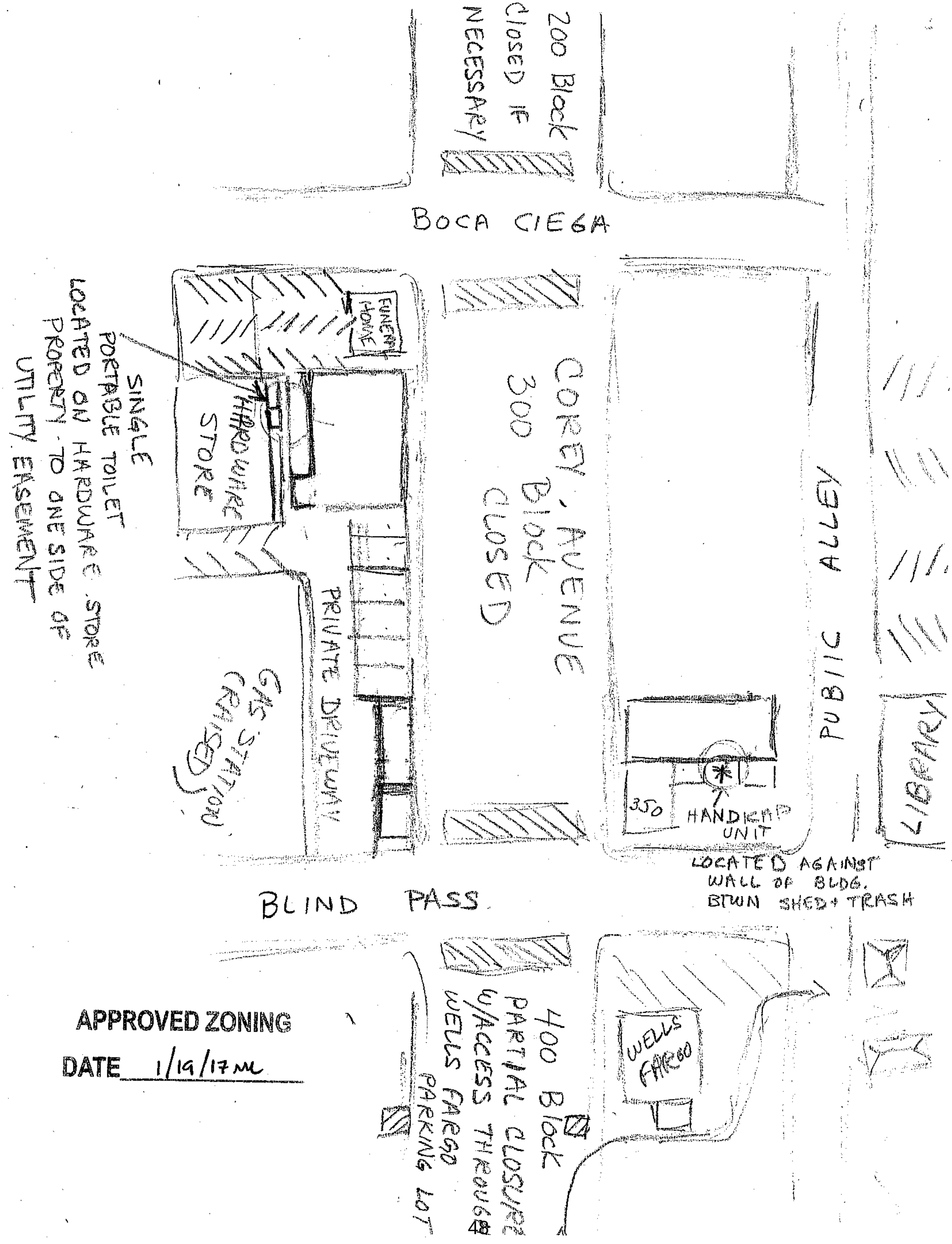
For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars ($1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

YVONNE MARCUS, V.P., CABA
Print Name

Y. Marcus
Signature

5/06/2016



APPROVED ZONING

DATE 1/19/17 ML

As requested following please find our vendor list, which contains vendor name and category.
These vendors have been with us regularly at the Corey Avenue Sunday Market on St Pete Beach and we do expect them to return.
We are in the midst of returning vendor registrations and will be launching new vendor registrations in the next couple of weeks.

Vendor/Category:
ana-hob Hand Crafts *80% is made by me or is locally produced
Aurora's Fresh Produce Agriculture: Produce, Plants, Farm Products
Black Crow Coffee Co.
Black Moth Candle Company Hand Crafts *80% is made by me or is locally produced
Bodhi Basics Hand Crafts *80% is made by me or is locally produced, Eco Friendly / Fair Trade / Wellness
BratsSensation Ready To Eat Lunch Bites
Canine Caricatures
Collar Me Yours with love Hand Crafts *80% is made by me or is locally produced
Conover Cutlery Service Eco Friendly
Dancing Buffalo Hand Crafts *80% is made by me or is locally produced
Deblie Designs Hand Crafts *80% is made by me or is locally produced
DSO Soapery and Such LLC Hand Crafts *80% is made by me or is locally produced
Eden's Nectar Agriculture: Produce, Plants, Farm Products
Enchanted Sunshine Eco Friendly / Fair Trade / Wellness
Florida Fresh Live Herbs Agriculture: Produce, Plants, Farm Products
Frivolous Fruit Products Take Home Foods, Packaged Foods
Glenn Family Bakery Take Home Foods, Packaged Foods
Gopali Imports Eco Friendly / Fair Trade / Wellness
GULFCOAST SEAFOOD Agriculture: Produce, Plants, Farm Products
Gulf Coast Sourdough Take Home Foods, Packaged Foods
Healthy Heritage Grassfed Beef
HeWhoMetals Hand Crafts *80% is made by me or is locally produced
Immune solution Eco Friendly / Wellness
International "B" zar / Fair Trade /
It's Our Nature
J and J's Creations, LLC Hand Crafts *80% is made by me or is locally produced
Jays Olive Salad -
Jewelry by Mouse Hand Crafts *80% is made by me or is locally produced
Joy of Garlic Take Home Foods, Packaged Foods
JoyPurse Hand Crafts *80% is made by me or is locally produced
Julia's Garden Mosaics Hand Crafts *80% is made by me or is locally produced
KALAMAZOO OLIVE CO - Take Home Foods, Packaged Foods
KateKreates Hand Crafts *80% is made by me or is locally produced
Knit Wit Hand Crafts *80% is made by me or is locally produced
La Florida Photo Artists Hand Crafts *80% is made by me or is locally produced
Local Boy Portraits by Dennis Hand Crafts *80% is made by me or is locally produced
Lotus Beads Hand Crafts *80% is made by me or is locally produced
Love 2 name it Hand Crafts *80% is made by me or is locally produced

Magic Circle Crepes Ready To Eat Lunch Bites
Main Street Boys Ready To Eat Lunch Bites
Mama Ninfa's Agua Frescas
Morningstar specialty foods Take Home Foods, Packaged Foods
Mr I Got Em Ready To Eat Lunch Bites
Noelle & Lola Hand Crafts *80% is made by me or is locally produced
Orchids and More Agriculture: Produce, Plants, Farm Products
Palmhillsurf46 Hand Crafts *80% is made by me or is locally produced
Paws Dog Bakery
Red Fishberger LLC Take Home Foods, Packaged Foods
Riddle in the Griddle Grilled Cheese Ready To Eat Lunch Bites
Ras Rody
Royal Brand Inc. Hand Crafts *80% is made by me or is locally produced
S'more Marshmallows Take Home Foods, Packaged Foods
Sassy Girls Salsa Take Home Foods, Packaged Foods
Soap-a-licious
Spiffcloth LLC Eco Friendly
St. Pete Ferments Take Home Foods, Packaged Foods
SUNSHINE BAKESHOP
Sunshine_beads Hand Crafts *80% is made by me or is locally produced
Sweet Divas Take Home Foods, Packaged Foods, Ready To Eat Lunch Bites
Talk to the Paw Hand Crafts *80% is made by me or is locally produced
The Cheese Lodge Take Home Foods, Packaged Foods
The Fouta Spa Eco Friendly / Fair Trade / Wellness
The White Green Cloth Eco Friendly
Touch Massage Eco Friendly / Fair Trade / Wellness
Tropical Sea Sponges Hand Crafts *80% is made by me or is locally produced, Eco Friendly / Fair Trade / Wellness
Unique Artisans Hand Crafts *80% is made by me or is locally produced
Wooden crafts by john Hand Crafts *80% is made by me or is locally produced
Skyway Vertical Farms LLC Agriculture: Produce, Plants, Farm Products
Sonnengarten Urban Farm Agriculture: Produce, Plants, Farm Products

Following please find a breakdown of the signage and placement used for the Corey Avenue Sunday Market on St. Pete Beach
October 2017-May 2018 Season.

Market Banner - Placed week of September 25th, remains all season and is removed end of market Sunday May 27th, 2018
Located: on the 1st set of metal poles as you head W on 75th on the N side of the street.
Banner size is 2' high x 5' long.

Market signs will be placed each Sunday Morning at approx.7:30am and will be removed between 2:30-3:00 pm
Twelve (12) 27"x18" SIGNS AS PER PHOTO ATTACHED
The approximate locations of these signs are as follows:

75th & Boca Ciega - approx 6' East of NE Corner on 75th
75th & Boca Ciega - approx 3' North of NW Corner on Boca Ciega
75th & Boca Ciega - approx 5' West of SW corner on 75th
75th & Boca Ciega - approx 5' East of SE corner on 75th
75th & Blind Pass - approx 3' East of SE corner on 75th
East Side of Gulf Blvd between Corey Ave & 75th Ave
West Side of Gulf Blvd., just south of 75th
West Side of Gulf Blvd at Corey Ave
East Side of Gulf Blvd ., just N of 73rd - vicinity of Fire Stn.
East Side of Blind Pass Road between Corey Ave & 73rd Ave
East Side of Boca Ciega Dr Between Corey Ave & 73rd Ave
NE Corner of Corey & Boca Ciega

FLAGS - approx 10' high Fresh/Farmers Market Flags
Total Flags - Five (5)
Placed at approx 9:00 am and removed by 3:00 pm
Placed as follows:
On the Island at Corey Avenue & Gulf Blvd at entrance wall 'Historic Corey Ave.
On the S side of 75th Ave approx 6' West of Boca Ciega Ave.
On the East side of Blind Pass approx 6' South of Corey Ave.
Within the market usually one at the main produce stand and one at our organic produce stand.

6 - Port-o-let' signs - (Supplied by CABA -New ones to be ordered for this season- please get any artwork from Yvonne)
We place one in the grassy area by the theater parking that directs towards back of theater and another by the fence and continues the direction behind the theatre.
One is placed in front of the big cement pole at corner of Corey and Blind Pass that points customers to turn
north on Blind Pass from Corey and then another is placed
in grassy area behind law office pointing toward portolet. (2 spare signs)

4 Additional Parking Signs: Placed leading to library/shop between 73rd & the trail that runs between Blind Pass & Boca Ciega.

3 Sandwich Board Signs placed where barricades close off street

NO OVERNIGHT PARKING SIGNS: Approx 20, 8.5" x 11" on orange paper and laminated.

Placed on poles on Corey Ave., at approx 3pm on Saturday afternoon and removed on Sunday morning.

ADDITIONAL SIGNAGE TO BE IMPLEMENTED THIS SEASON: Design in process:
8.5' x 11' Signage: Approx 10 pieces.. TBD
WILL SAY: THROUGH TRAFFIC | USE CAUTION | CROSS WITH LIGHT
We will be placing these on the light poles at Corey/Blind Pass and Corey/Boca Ciega so visible to all pedestrians.

We begin closing off the street at approx. 6 am and it is open by approx. 4 pm.
The market barricades and cones are placed as follows:
Across Corey Avenue on the east side of the west driveway entrance to Wells Fargo
Across Corey Avenue on both sides at Blind Pass
Across Corey Avenue - west side at Boca Ciega

Corey Avenue Sunday Market

Today 10am - 2pm

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Authorization to approve special event application and street closure for the 9th Annual VW Beach Bash scheduled for Sunday, October 15, 2017. Closures would be 9th and 10th Avenues from 10pm Oct. 14 – 6pm Oct. 15, 2017.
Date:	September 19, 2017
Prepared By:	Jennifer McMahon, Recreation Director
Summary of Issue:	The 9th Annual VW Beach Bash is a Volkswagen car show that is held in Pass-a-Grille each year. This year they are requesting to close 9th and 10th avenues from Gulf Way to Pass-a-Grille Way and use the park between these 2 streets on October 15, 2017. Street closures would be from Oct 14 at 10pm – 6pm on October 15, 2017. The event brings around 100 show cars, 10-15 art and craft vendors, and 3-4 food truck vendors. The event is free and open to everyone. No alcohol will be at the event.
Requested Motion:	"I move to authorize the approval of The 9th Annual VW Beach Bash event application and street closures for October 15, 2017."
Funding:	N/A
Attachments:	Event information and application
Reviewed by City Manager	WS ___

Live It!

City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Araondo Trail Title (if applicable): (9th annual) Pass-a-grille VW Beach Bash

Name of Organization (if applicable): ______

Tax Exempt? ___ Yes X No Non-Profit? ___ Yes X NO If yes on either, please provide documentation

Mailing Address: 6540 Gulfport Blvd So, So Pasadena, FL 33707

Cell Phone: 717 652 6632 Email: araondotrail@gmail.com

Event Information

Event Title: 9th Annual Pass-a-grille VW Beach Bash Event/Organization Web Address: facebook.com/vwbeachbash

Event Location(s): 9th/10th ave

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
10.14.17	Saturday	10pm	— close roads
10.15.17	Sunday	10am	3pm

Set Up Date(s): 10.14.17 Time(s) 9pm to 10pm

Cleanup Date(s): 10.15.17 Time(s) 4pm to 6pm

Description of Event: VW car show with vendors

Will this be an Annual Event? X Yes ___ No If yes, next year's date(s): October 10.6.17

Event Logistics

Estimated Attendance (includes event crew, participants, and spectators): 100 cars, 500-200ppl (This Year) 80-100 cars 400-800ppl (Last Year (If Applicable))

List all event activities: car shows, awards, venders

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Scanned by CamScanner

Will alcohol be served or sold? ____Served ____Sold __x__No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) local artists, businesses

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc.on site map) N/A

All the above require a temporary structure permit. Cost for each is $25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) N/A

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) N/A

Electricity Needed ____Yes __X__No Source:____________

Will portable restrooms be used? ____Yes __x__No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? __x__Yes ____No If yes *(include on site plan)*
How Many? 3 Size:______ Installation Date: 10/14 Removal Date: ? same as last year

Please list any admission charges, donations, parking, registration or other fees and how much? car registration $10

Does Event require any Road or Sidewalk Closures? __X__Yes ____No

If yes, you must include **all the details** in the **site plan** including streets and times

Road	Start Intersection	End Intersection	Date	Times
10th ave	gulf way	gulf blvd	10/14/17	10p - 10/15 6p
9th ave	gulf way	gulf blvd	10/14/17	10p - 10/15 6p

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars ($1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Amanda Trail
Print Name

Amanda Trail
Signature

8-15-17
Date

Corporation Name (if applicable)

VW Bash Vendors

SPONSORS		Contact Name	
Tangerine Tide	MAIN SPONSOR T1	Tangerine Tide	
Sam's Club	SUPPORTING	Jackie or Kelly	
Tampa Bay Watch	SUPPORTING	Michelle Tepper	
Hurricane/Keystone	HEADLINER HURRICANE	Danielle	
Turtle Trackers	SUPPORTING	Kim Liston/Staci Kippins	
		Keystone Motel	
Vendor name	Business name	Phone	
Zara Melendez	Z-ro Strings	727-460-8102	
Shirley Chung (2 spaces)	Emmy and J Gourment		
Brent Gill (plus bus)	Brent Gill Designs	727-212-1716	
Sabrina Ansel	Bina's Life Tiles	727-385-2885	
Ron Howard (also car tag for dune buggy)	Ron Howard	808-269-0283	
Laurie Wedlick (2 spaces)by restrooms	Wordly Goodz	727-480-5458	
Delilah			
Robert	Resort Property Promotions	727-475-7754	
Bill and Sally Salada	Salada Designs	813-882-9490	
Jeri	saltwater hippie		
SHOCK TOP BUG	UNDER GRAPE TREE BY BAR		
Maggie Caruso	Visitpassagrille.com		
Raymond Margues	Primitive by Nature	352-255-7116	

9th annual Pass-a-Grille VW Beach Bash
October 15, 2017 10am-4pm

TRAFFIC PLAN

Traffic plan is the same as previous years. Cars arrive sporadically as to not impede on traffic. All VWs are confined to event space. When event is over cars also leave sporadically to not block traffic. We keep our event inside the event.

During arrival- VWs turn onto 15th avenue and proceed to check in. They do not block the street. We make sure traffic is still able to move on Gulf Way and Pass-a-Grille Way.

DAY OF CONTACT

Amanda Trail

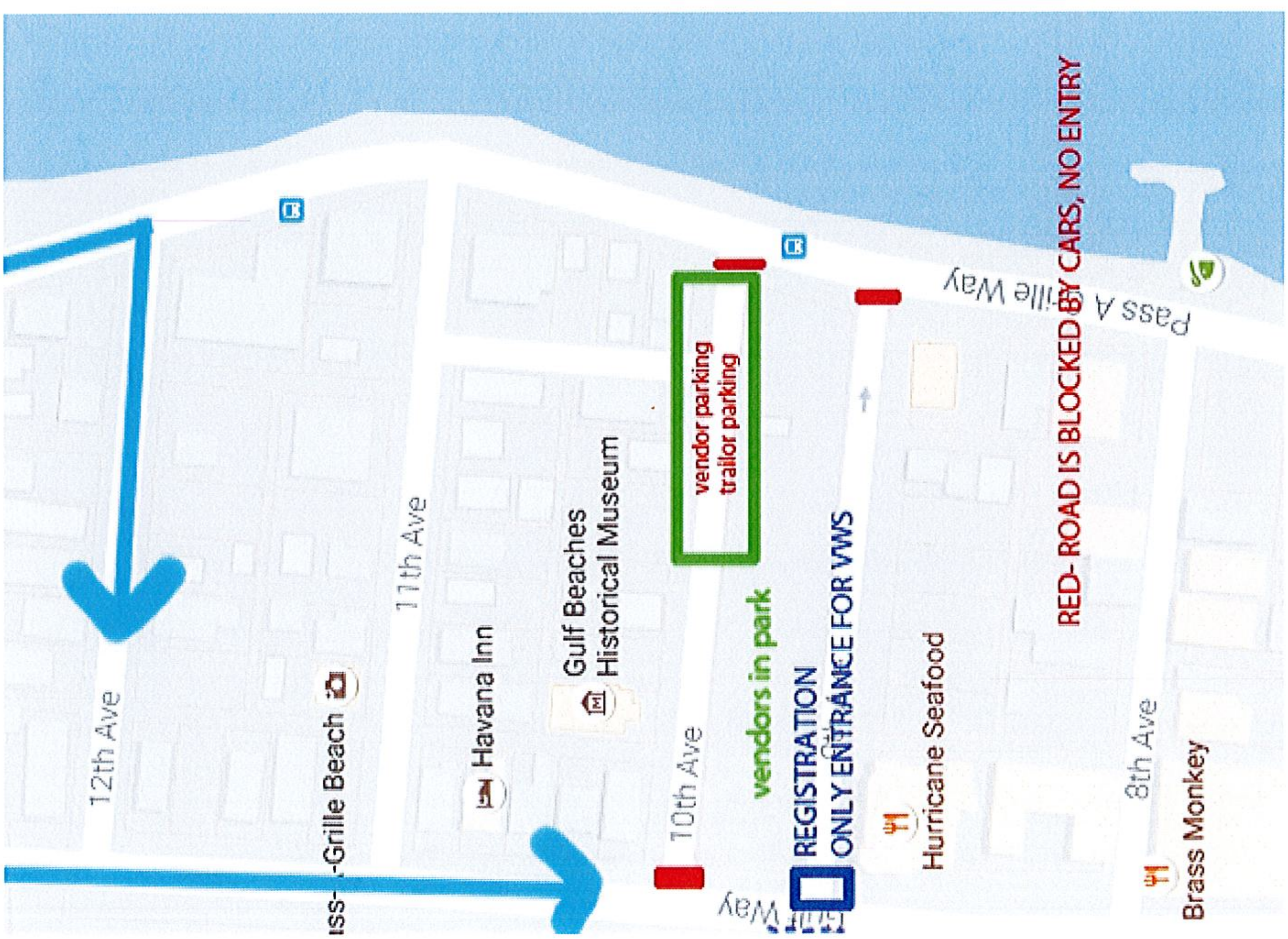
717-658-6632

SITE PLAN

Cars on 9^{th} and 10^{th} ave
Vendors in park betwenn 9th and 10th avenue

We are asking for road barriers and a few trash/recycle bins for the day of.

We are asking if it is possible to waive the permit application fee as well.



12th Ave
-Grille Beach
11th Ave
Havana Inn
Gulf Beaches
Historical Museum
10th Ave
vendor parking
trailor parking
vendors in park
REGISTRATION
ONLY ENTRANCE FOR VWS
Hurricane Seafood
RED- ROAD IS BLOCKED BY CARS, NO ENTRY
Pass A Grille Way
8th Ave
Brass Monkey
Gulf Way

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the library iPad kiosk proposal from Demco, Inc., in the amount of $13,818
Date:	September 19, 2017
Prepared By:	Vincent Tenaglia, Administrative Services Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The fiscal year 2017 library budget includes funding for an iPad lending kiosk. This equipment will allow patrons to securely check out iPad devices for use at the St. Pete Beach public library, access electronic materials and media, and return the devices in a convenient and intuitive fashion. The kiosk automatically clears browsing information, re-charges and restores the iPads to their factory condition between rentals. The budget initially assumed leasing this equipment over three years at an estimated cost of $22,350 ($7,450/year). Staff conducted a comprehensive evaluation to develop a more cost effective approach, including interviews and conference calls with multiple vendors offering similar equipment. Based on the results of this process, staff recommends purchasing the kiosk outright from Demco, Inc. at a total cost of $13,818. Staff will seek further budget savings by applying for reimbursement funding from the Pinellas County Public Library Co-operative.
Funding:	The fiscal year 2017 library budget includes funding for this request.
Requested Motion:	"I move to approve the library iPad kiosk proposal from Demco, Inc., in the amount of $13,818."
Attachment:	Demco, Inc. Proposal
Reviewed by the City Manager:	WS

demco imagine what's possible™

P.O. Box 7488
Madison, WI 53707-7488
PH 800-462-8709 FAX 888-329-4728

QUOTATION

Contract/Bid ID: J09558
Reference: T7212147
Today: 8/02/17
Quote Expiration Date: 10/29/17

NAME: St Pete Beach City Hall
CONTACT: SEAN DUNHAM
PHONE: 727-363-9263 9272
EMAIL: sdunham@stpetebeach.org

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
1	1	P13668810	NetSpot Kiosk with 6 iPads PLEASE NOTE: This item may not be returned unless damaged or defective.		12,824.00	Net	12,824.00
2	1	P13668840	Ext.Warranty-NetSpot (per yr) PLEASE NOTE: This item may not be returned unless damaged or defective.		947.00	Net	947.00

Order Subtotal	13,771.00
Shipping/Processing	47.00
Sales Tax	Exempt
Grand Total	13,818.00

Additional Note: 3 week lead time for delivery

CONTACT:

SEAN DUNHAM
ST PETE BEACH LIBRARY
365 73RD AVE
ST PETE BEACH FL 33706-1920

SHIP TO:

Sean Dunham
St Pete Beach City Hall
155 Corey Ave
St Pete Beach FL 33706-1839

PREPARED BY:

Pat Crombie
Email: patc@demco.com
Phone: 800-462-8709
Fax: 888-329-4728

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the proposal from Crib Philbeck Weaver Group in the amount of $5,400.00 to perform a feasibility study and cost estimate for the comprehensive renovation of the deck and support structure of Merry Pier.
Date:	September 19, 2017
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	The deck and support structure of Merry Pier are significantly degraded and require a comprehensive renovation to restore structural integrity and insure continued public safety. This study will evaluate the existing deck and supporting structure, evaluate methods of renovation and provide a probable cost estimate for construction.
Funding:	Public Works – Administrative Planning/Engineering
Requested Motion:	"I move to approve the bid proposal from Crib Philbeck Weaver Group in the amount of $5,400.00 to perform a feasibility study and cost estimate for the comprehensive renovation of the deck and support structure of Merry Pier."
Attachments:	Proposal from Crib Philbeck Weaver Group
Reviewed by City Manager:	WS ________

CPWG
CRIBB PHILBECK WEAVER GROUP

Athletic Complexes
Construction Management
Environmental Services and Water Resources
Landscape Architecture
Land Development
Municipal
Parks and Recreation
Pavement Management
Planning
Roadway design
Stormwater
Transportation
Utilities

August 22, 2017

Mr. Mike Clarke
Director of Public Works
155 Corey Avenue
St. Pete Beach, FL 33706

Ref: Merry Pier Feasibility Study

CPWG is pleased to present this proposal to provide an engineering feasibility study for the deficient conditions of Merry Pier.

Project Description

The City of St. Pete Beach's Merry Pier is in need of long-term renovation. Emergency safety repairs are in progress, but a feasibility is necessary to determine the extent and costs associated with permanent renovations.

BASE SCOPE OF SERVICES

CPWG will perform a feasibility study to review and analyze the conditions, evaluate different methods of renovation for the structural, MEP, dock facilities, ADA compliance, review available build-out methodologies and compile an engineer's estimate of probable costs for construction.

Compensation Summary and Terms

This contract is a Lump Sum contract.

The "Not to Exceed" fee for this work order is presented in this proposal is Five Thousand Four Hundred dollars ($5,400.00).

Exclusion: structural integrity of round piers

If you have any questions regarding this proposal, we would be pleased to meet with you and review, the scope of services.

Very truly yours,

Stephen R. Tarte
Principal

3918 N. Highland Ave, Tampa, FL 33603
P: 813-361-2644 F: 813-223-2469

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval to submit Florida Job Growth Grant Fund public infrastructure grant proposal

Date: September 19, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: The Florida Job Growth Grant Fund is an $85 million economic development program to provide public funds for job creation or workforce training. Staff is requesting authorization to apply for grant funds totaling $2,000,000 for the Sanitary Sewer Expansion Project. If the City's application is successful, a contract will be brought forward to the City Commission for consideration and approval.

Funding: N/A

Requested Motion: "I move to approve the Florida Job Growth Grant Fund public infrastructure grant proposal."

Attachment: Application materials

Reviewed by the City Manager: WS

Florida Job Growth Grant Fund
Public Infrastructure Grant Proposal

Proposal Instructions: The Florida Job Growth Grant Fund Proposal (this document) must be completed by the governmental entity applying for the grant and signed by either the chief elected official, the administrator for the governmental entity or their designee. Please read the proposal carefully as some questions may require a separate narrative to be completed.

Governmental Entity Information

Name of Governmental Entity: City of St. Pete Beach

Government Federal Employer Identification Number: 59-6000423

Contact Information:

Primary Contact Name: Wayne Saunders

Title: City Manager

Mailing Address: 155 Corey Avenue
St. Pete Beach, FL 33706

Phone Number: 727-363-2735

Email: wsaunders@stpetebeach.org

Public Infrastructure Grant Eligibility

Pursuant to section 288.101, F.S., the Florida Job Growth Grant Fund was created to promote economic opportunity by improving public infrastructure and enhancing workforce training. Eligible governmental entities that wish to access this grant fund must submit public infrastructure proposals that:

- Promote economic recovery in specific regions of the state, economic diversification or economic enhancement in a targeted industry. (View Florida's Targeted Industries here.)
- Are not for the exclusive benefit of any single company, corporation or business entity.
- Are for infrastructure that is owned by the public and is for public use or predominately benefits the public.

1. Program Requirements:

Each proposal must include the following information describing how the project satisfies eligibility requirements listed on page 1.

A. Provide the title and a detailed description of the public infrastructure improvements.

Sanitary Sewer Expansion Project. This project will restore capacity to the City of St. Pete Beach wastewater collection system by constructing a new force main throughout the most densely populated area of the City.

B. Is this infrastructure owned by the public?

☑ Yes ☐ No

C. Is this infrastructure for public use or does it predominately benefit the public?

☑ Yes ☐ No

D. Will the public infrastructure improvements be for the exclusive benefit of any single company, corporation or business entity?

☐ Yes ☑ No

E. Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current or future businesses.

F. Provide a detailed description of, and quantitative evidence demonstrating, how the proposed public infrastructure project will promote:

- Economic recovery in specific regions of the state;
- Economic diversification; or
- Economic enhancement of a Targeted Industry (View Florida's Targeted Industries here.)
    - o As part of this response, describe how the project will promote specific job growth. Include a description of the number of jobs that will be retained or created, the average wages of such jobs, and in which industry(ies) the jobs will be created using the North American Industry Classification System (NAICS) codes. Where applicable, you may list specific businesses that will retain or grow jobs or make capital investment.
    - o Further, include the economic impact on the community, region, or state and the associated metrics used to measure the success of the proposed project.

Please see attached.

If additional space is needed, attach a word document with your entire answer.

2. Additional Information:

A. Is this project an expansion of an existing infrastructure project?

☐ Yes ☑ No

B. Provide the proposed commencement date and number of days required to complete construction of the public infrastructure project.

Initial award of project design on August 22, 2017. 730 day project completion.

C. What is the location of the public infrastructure? (Provide the road number, if applicable.)

State Road 699. Utilities located under/adjacent to Gulf Blvd.

D. Who is responsible for maintenance and upkeep? (Indicate if more than one are applicable.)

☐ Federal ☑ State ☐ County ☑ City ☐ Other____________

E. What permits are necessary for the public infrastructure project?

Transportation; Environmental; City

F. Detail whether required permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?

Permits will be secured during the project's design phase, 6-8 months prior to construction. The City permits will be prioritized.

G. What is the future land use and zoning designation on the proposed site of the infrastructure improvements, and will the improvements conform to those uses?

Community redevelopment district. The improvements conform to the designated uses.

H. Will an amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities? If yes, please detail the timeline.

☐ Yes ☑ No

If additional space is needed, attach a word document with your entire answer.

I. Is the project ready to commence upon grant fund approval and contract execution? If no, please explain.

☑ Yes ☐ No

If additional space is needed, attach a word document with your entire answer.

J. Does this project have a local match amount?

☑ Yes ☐ No

If yes, please describe the entity providing the match and the amount.

Estimated cost: $12,970,000. Anticipated contributions: State of Florida ($1,000,000); Public/private partnership ($6,000,000); City funds ($3,970,000); Unidentified: $2,000,000.

K. Provide any additional information or attachments to be considered for this proposal.

If additional space is needed, attach a word document with your entire answer.

DEO FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

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3. Program Budget

Estimated Costs and Sources of Funding: Include all applicable public infrastructure costs and other funding sources available to support the proposal.

A. Public Infrastructure Project Costs:

Construction	$ 12,000,000		
Reconstruction	$		
Design & Engineering	$ 970,000		
Land Acquisition	$		
Land Improvement	$		
Other	$	Please Specify:	
Total Project Costs	**$** 12,970,000		

B. Other Public Infrastructure Project Funding Sources:

City/County	$ 3,970,000		
Private Sources	$ 6,000,000		
Other (grants, etc.)	$ 1,000,000	Please Specify:	State funding
Total Other Funding	**$** 10,970,000		
Total Amount Requested	**$** 2,000,000		

Note: The total amount requested must equal the difference between the public infrastructure project costs in 3.A. and the other public infrastructure project funding sources in 3.B.

C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding and any other pertinent budget-related information.

Design funding in the amount of $870,000 is included in the fiscal year 2017 budget. The fiscal year 2018 budget reflects the remaining program budget detailed above, including a $6,000,000 public-private partnership with the TradeWinds Resort and $1,000,000 funded via State of Florida appropriations.

The City Commission will consider approval of the fiscal year 2018 budget on September 5 and September 19, 2017. The budget can be amended throughout the year by ordinance. The City Commission meets on the second and fourth Tuesday of every month.

4. Approvals and Authority

A. If the governmental entity is awarded grant funds based on this proposal, what approvals must be obtained before it can execute a grant agreement with the Florida Department of Economic Opportunity (e.g., approval of a board, commission or council)?

Approval by City Commission.

B. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the governmental entity and the Florida Department of Economic Opportunity:

   i. Provide the schedule of upcoming meetings for the group for a period of at least six months.

   2nd and 4th Tuesday of every month.

   ii. State whether that group can hold special meetings, and if so, upon how many days' notice.

   Yes. 2 weeks.

C. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the governmental entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.

I, the undersigned, do hereby certify that I have express authority to sign this proposal on behalf of the above-described governmental entity.

Name of Governmental Entity: City of St. Pete Beach

Name and Title of Authorized Representative: Wayne Saunders, City Manager

Representative Signature: Print, sign, scan and attach with form submission.

Signature Date: ____________________

City of St. Pete Beach

Florida Job Growth Grant Fund Public Infrastructure Grant Proposal

Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current or future businesses.

The City of St. Pete Beach is frequently recognized as a top beach destination and received a Travelers' Choice award in 2017 from TripAdvisor as the third-ranked beach in the United States. The City's beaches, hotels, and historic resources attract tourists and visitors from all over the world. St. Pete Beach is heavily concentrated with resorts, hotels, and other tourist accommodations, many of which are aging and in need of redevelopment but are unable to proceed due to limitations of the City's sanitary sewer infrastructure.

In September 2016, Kimley-Horn and Associates, Inc. completed a Model Capacity Report of the City's sanitary sewer system. The report concluded that the system is surcharged and cannot accept any additional wastewater flows. To create additional capacity, the report recommended completion of the Sanitary Sewer Expansion Project (the "Project"), including the construction of a new force main from the south end of the City to the north. Meanwhile, the St. Pete Beach City Commission adopted a Resolution to prioritize the City's sanitary sewer infrastructure, directing the City Manager to inform all applicants for new development or redevelopment that the City will not issue a certificate of occupancy until capacity is restored to the sanitary sewer system.

Completion of the Project will restore capacity to the wastewater system and allow pent-up development demand to proceed. The Project is an integral component of the City's capital improvement plan due to its unique ability to address aged infrastructure while directly facilitating economic development. The City will construct a new force main running parallel to its most highly trafficked, beach-front roadway, allowing current and future businesses to connect and expand.

The immediate impact of the Project is to advance a $60-75 million resort hotel redevelopment. On April 11, 2017, the St. Pete Beach City Commission approved a conditional use permit for the Sugar Sands at Trade Winds Island Grand Beach Resort, contingent upon completion of the Project. The City has negotiated a public-private partnership to minimize the Project's initial cash outlay, but is still $2,000,000 short of the estimated budget. The City is submitting this request to complete the project funding, restore capacity to the wastewater collection system, and facilitate private development in a top-ranked beach destination.

Provide detailed description of, and quantitative evidence demonstrating, how the proposed public infrastructure project will promote: economic recovery in specific regions of the state; economic diversification; or economic enhancement of a targeted industry. As part of this response, describe how the project will promote specific job growth. Include a description of the number of jobs that will be retained or created, the average wages of such jobs, and in which industry(ies) the jobs will be created using the North American Industry Classification System (NAICS) codes. Where applicable, you may list specific businesses that will retain or grow jobs or make capital investment. Further, include the economic impact on the community, region, or state and the associated metrics used to measure the success of the proposed project.

The Sanitary Sewer Expansion Project (the "Project") will restore capacity to the wastewater collection system and allow the $60-75 million hotel expansion to commence. The Sugar Sands redevelopment includes 217 tourist rooms, an 810-space multi-story parking garage, and is expected to serve as an anchor for similar private projects. The property will generate $182,000 - $228,000 in annual ad valorem revenue for the City of St. Pete Beach, which is vital to continue funding the high level of service required to preserve the City's destination status while maintaining a modest millage rate to retain major employers.

In a 2011 study conducted for a Ft. Lauderdale hotel project, Evans, Carroll & Associates, Inc. cited a USA Today survey estimating the number of jobs created by upscale hotels at .91 employees per room. Meanwhile the average occupancy rate in Pinellas County was 76.8% in 2016 according to the St. Petersburg/Clearwater Area Convention and Visitors Bureau. The Sugar Sands can therefore be reasonably expected to generate approximately (217) x (.91) x (.768) = 152 jobs, making it the 5th largest employer in the City of St. Pete Beach. Using the Evans, Carroll, & Associates, Inc. report, the following job categories would be represented, primarily employed in NAICS category 721110:

Maid service	17
Front desk	25
Doormen	5
Bellhops	7
Parking valets	5
Concierge	5
Food service	33
Customer relations	10
Management	10
Security	10
Engineering/inside maintenance	10
Janitor/outside maintenance	10
Reservations	5
Meeting and banquet	0
Total	152

City staff anticipates completion of the Project will revitalize the St. Pete Beach market such that similar redevelopment projects will materialize virtually overnight. Proposals and conceptual plans received to date include a beach-front hotel redevelopment, two development projects in the City's historic downtown district including a new hotel, and a residential retail development in the historic Pass-a-Grille Beach district. Each of these projects will introduce more jobs to the Tampa Bay region, expand the accommodations available for St. Pete Beach tourism, and create synergy for further capital investment and redevelopment.

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval to execute the Advance Life Support (ALS) First Responder Agreement with Pinellas County.

Date: September 19, 2017

Prepared By: Jim Kilpatrick, Fire Chief

Through: Wayne Saunders, City Manager

Summary of Issue: The Pinellas County Emergency Medical Service Authority desires coordination and cooperation among various municipalities in the County for rapid response to emergencies and other cooperative services. The City previously entered into an Agreement on October 1, 2014, which expires on September 30, 2017.

The initial term of the proposed agreement is for two (2) years, commencing October 1, 2017 and ending at midnight on September 30, 2019, unless the agreement is terminated earlier. The agreement may be extended for three (3) additional one (1) year periods following the initial term, provided that the Parties mutually agree in writing prior to July 1st of the extension year. The County Commission is seeking to finalize all the municipal ALS agreements on September 26, 2017. The following are the changes from the current agreement;

- Added EMT to CME Instructor definition
- Updated Medical Case Review definition to match EMS Rules & Regulations
- Added Just Culture definition to tie to Medical Case Review
- Added EMT and Civilian Public Educators
- 701(c) Added fixed reimbursement caps to meet statutory requirements

Requested Motion: "I move to approve the execution of the Advance Life Support (ALS) First Responder Agreement with Pinellas County."

Attachments: 2017 ALS First Responder Agreement

Reviewed by the City Manager: __WS___

2017

EMERGENCY MEDICAL SERVICES

ALS FIRST RESPONDER AGREEMENT

CITY OF ST. PETE BEACH

OCTOBER 1, 2017

PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774

EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER AGREEMENT

AGREEMENT made this ________ day of__________, 2017, between the CITY OF ST. PETE BEACH, a Florida municipal corporation (”Contractor”), and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district (”Authority”).

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services throughout Pinellas County (”County”), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended (“The Acts”).
2. The Authority has determined that a single-tier all Advanced Life Support (”ALS”) EMS system with a first responder component and a transport component is in the best interest of public safety, health and welfare.
3. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services (as defined herein) and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services.
4. The Authority wishes to continue to provide for the long-term direction and financial stability of the entire Emergency Medical Services system through working with the First Responder agencies to control costs.
5. Authority is authorized to enter into agreements for Emergency Medical Services and the Contractor is willing and able to provide First Responder Services (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I

THE AGREEMENT

SECTION 101. **RECITALS AND PURPOSE**. The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of ALS First Responder Services in the County.

SECTION 102. **COOPERATION**. The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. **CONTRACT DOCUMENTS**. The following Appendices are attached to and made part of this Agreement:

- **Appendix A.** ALS First Responder Profile
- **Appendix B.** ALS First Responder Contractors
- **Appendix C.** EMS Equipment
- **Appendix D.** EMS Financial Information Attestation Form
- **Appendix E.** Instructor Reimbursement Form

Subject to Section 912, this Agreement, together with the foregoing Appendices, constitutes the entire Emergency Medical Services ALS First Responder Agreement between the Parties with respect to the provision of ALS First Responder Services, except to the extent that HIPAA (Health Insurance Portability and Accountability Act) requires additional agreements, which will be handled separately, and shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services.

SECTION 104. **SCOPE OF SERVICES.** The services to be performed by the Contractor under this Agreement include the following:

(a) The response of an ALS First Responder Unit to the scene of an EMS Incident.

(b) The on-scene Patient care by Field Personnel.

(c) The continuation of Patient care, when Contractor's Paramedic accompanies the Patient during transport by the Ambulance Provider or medical helicopter. The transport of Patients to a medical facility, in extraordinary circumstances, shall be in accordance with Florida Statute 401.33 and the then current Medical Operations Manual, Transport Protocols.

(d) The episodic utilization of CME Instructors and Public Educators/Community Paramedics by participating Contractors.

Such services shall be provided in accordance with the terms and conditions of this Agreement. The specific terms and conditions of this Agreement shall govern and prevail over this Section 104.

ARTICLE II
DEFINITIONS

SECTION 201. **WORDS AND TERMS**. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

"ALS" means Advanced Life Support.

"ALS First Responder Services" means the response of an ALS First Responder Unit to an EMS Incident and, if necessary, on-scene Patient care by EMTs and Paramedics, all in accordance with the protocols of the Authority.

"ALS First Responder Station" means any location designated by the Contractor and approved by the Authority at which an ALS First Responder Unit, with the minimum staffing required herein, is located.

"ALS First Responder Unit" means any of the ALS permitted vehicles provided by Contractor under this Agreement and listed on Appendix A; each of which is equipped to provide Advanced Life Support services and is used for rapid response to an EMS Incident. ALS First Responder Units may include, but not be limited to: ALS engines, Transport capable rescue units and non-Transport capable rescue units.

"Advanced Life Support" means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the Department.

“Ambulance” means a vehicle constructed, equipped and permitted as an ALS Ambulance, pursuant to the rules of the Department for the transportation of Patients.

“Ambulance Contractor” means the entity selected by the Authority to provide ambulance service countywide.

“Annual Compensation” means the professional services fee listed on Appendix A, as may be adjusted pursuant to the terms of this Agreement.

“Annual External Audit” means an audit conducted by an external certified public accountant, retained by the Contractor, who at the end of each Fiscal Year verifies and attests that the Contractor has complied with the requirement to utilize EMS funds solely for EMS purposes in accordance with Section 706 through the submission of the form shown on Appendix D.

“Authority” means the Pinellas County Emergency Medical Services Authority, a special district established by Chapter 80-585, Laws of Florida, as amended.

“Authority Funded Unit” means an ALS First Responder Unit authorized and funded by the Authority pursuant to the terms of this Agreement.

“Automatic Aid/Closest Unit Response Agreement” means the agreement by and between every political subdivision and fire control districts within Pinellas County dated October 16, 1990.

“BLS” means Basic Life Support.

“BLS First Responder Unit” means a vehicle equipped to provide Basic Life Support only.

“Basic Life Support” means treatment of medical emergencies by a qualified person through the use of techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation.

“CAD” means the computer aided dispatch system.

“Caller” means a person accessing the response system by telephone.

“Continuing Medical Education” or “CME” means the medical education training program, through distance learning or classroom based courses, provided in accordance with the EMS Rules & Regulations.

"CME Instructor" means a County Certified Paramedic, County Certified EMT or County Certified registered nurse, employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules and Regulations and is approved by the Medical Director. CME Instructors may be utilized to teach regular CME classes, specialized Courses. EMS System orientation or serve as a subject matter expert, curriculum developer or to complete a specific task assignment.

"Contractor" means any one of the entities described on Appendix B.

"Contractor Funded Unit" means an ALS First Responder Unit, approved by the Executive Director, which is funded and operated by the Contractor for their operational flexibility, but, the additional Unit is not necessary for the Contractor to meet its obligations under the terms of this Agreement.

"County" means Pinellas County, Florida, a political subdivision of the State of Florida.

"County Certified" means authorized to work in the EMS System in accordance with requirements established by the Medical Control Board, the Medical Director and approved by the Authority.

"Course" means any individual CME offering available online or through a sufficient number of classroom based training classes. Regular CME Courses, whether online or classroom based, will be two (2) hours in duration.

"Department" means the State of Florida Department of Health.

"Disaster" means an occurrence of a severity and magnitude that normally results in death, injuries and/or property damage and that cannot be managed through routine procedures and resources of the EMS system.

"Emergency Medical Technician" or "EMT" means any person who is trained in Basic Life Support, who is County Certified and who is certified by the Department to perform such services in emergency situations.

"Emergency Medical Services" or "EMS" means the services provided by the Contractor pursuant to Section 104.

"EMS Advisory Council" means the advisory board established by the Special Act.

"EMS Districts" means the districts designated by Authority pursuant to the Special Act and Resolution 14-66, as may be amended.

"EMS Emergency" means any occurrence or threat thereof in the County, any municipalities therein, or in Pasco, Hillsborough or Manatee County, which may result in unusual system overload and is designated as an EMS Emergency by the Executive Director or Authority.

"EMS Equipment" means the equipment listed on Appendix C, as may be amended from time to time by the Executive Director.

"EMS Incident" means an emergency or non-emergency request processed through the Regional 9-1-1 Center that needs or is likely to need medical services.

"Emergency Response" means, for the purposes of measuring response time compliance in Section 403, the act of responding to a request for services in which the Priority Dispatch Protocols have determined that red lights and sirens will be used.

"EMS Mill" means the ad valorem real property tax imposed by the Authority pursuant to the "Special Act", Laws of Florida, as amended.

"EMS Ordinance" means Chapter 54, Article III of the Pinellas County Code, as may be amended.

"EMS System" means the network of organizations and individuals, including, but not limited to the Authority, Ambulance Contractor, the Contractors, the EMS Advisory Council, the Medical Control Board and the Medical Director, established to provide Emergency Medical Services in Pinellas County.

"Executive Director" means the Director of the EMS System, or his or her designee.

"First Due Unit" means the ALS First Responder Unit, within Contractor's primary response area, predetermined to be the nearest to the EMS Incident, in accordance with Section 409 hereof.

"Field Personnel" means Paramedics and EMTs employed by Contractor.

"First Responder Services" means ALS First Responder Services.

"Fiscal Year" means the year commencing on October 1 of any given year and ending on September 30 of the immediately-succeeding year.

"Force Majeure" means any act, event, or condition, other than a labor strike, work stoppage or slowdown, that has had or may reasonably be expected to have a direct material adverse effect on the rights or obligations of either Party under this Agreement, and such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and is not the result of willful or negligent action or a lack of reasonable diligence of the Party relying thereon. Such acts or events may include, but shall not be limited to: an act of God (except normal weather conditions for the County), epidemic, landslide, or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.

"Just Culture" means the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care and Client services; supporting a professional environment and culture that encourages and supports our Certified Professionals; understands human errors occur and how accountability is assured through consoling, coaching, counseling, Remedial Training, or corrective action.

"Learning Management System" means the integrated fire and EMS software system utilized by Provider Agencies for online training, classroom based training attendance tracking, in-service education; dissemination of administrative and medical control directives, tracking receipt of protocols and directives, skill assessment and testing results. Authority's staff and Medical Director shall have administrative rights to upload Emergency Medical Services Continuing Medical Education and post CME curriculum, in-service training modules, administrative and medical control directives, run attendance and grade reports for all students, and reports for CME Instructor activity. All Contractors will utilize the common software platform, Target Solutions, or a successor software product as determined by the Authority upon agreement with the CME steering committee as defined in the EMS Rules and Regulations.

"Medical Case Review" means a review conducted by the EMS Medical Director or designee, with all Certified Professionals involved with a case, to closely examine the care of a Patient using a positive and educational approach to determine where gaps in knowledge or errors occurred. Such Medical Case reviews shall be conducted with a Just Culture framework to ensure a positive and supportive culture that encourages quality Patient care.

"Medical Control" means the medical supervision of the EMS System provided by the Medical Director.

"Medical Control Board" means the board appointed by Authority pursuant to the EMS Ordinance and having the duties and responsibilities set forth in the EMS Ordinance.

"Medical Direction" means supervision by Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

"Medical Director" means a licensed physician, or a corporation, association, or partnership composed of physicians, which employs a licensed physician for the purpose of providing Medical Control to the EMS System.

“Medical Operations Manual” means the clinical guidelines, prepared for the EMS System and approved by the Medical Control Board, as the same may be amended from time to time.

“On-Scene Equipment Exchange Program” means the Authority’s program whereby an equipment item, such as backboards and immobilization devices, which may be amended by the Executive Director, is employed by Contractor in the course of preparing a Patient for transport and the ambulance personnel replaces the same from its own on-board inventory.

“Paramedic” means a person who is trained in Basic and Advanced Life Support, who is County Certified, and who is certified by the Department to perform Basic and Advanced Life Support procedures pursuant to the provisions of state statute, regulations and the Medical Operations Manual.

“Party” or “Parties” means either the Authority or the Contractor, or both, as the context of the usage of such term may require.

“Patient” means an individual who is ill, sick, injured, wounded or otherwise incapacitated and is in need of or is at risk of needing medical care.

“Priority Dispatch Protocols” means the protocols adopted by the Authority, and as may be amended from time to time, governing the EMS System’s response to the different types of service requests.

"Public Educator/Community Paramedic" means a County Certified Paramedic or County Certified EMT, or approved public educator employed and approved by a Contractor or the Ambulance Contractor, who meets the qualifications set forth in the EMS Rules and Regulations and is approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program or to complete a specific task assignment related to EMS public education/community outreach.

“Regional 9-1-1 Center” means the Communications Center and related telephone, radio and data systems operated and maintained by Pinellas County as the countywide Public Safety Answering Point for the purpose of receiving 9-1-1 calls from citizens; providing emergency medical dispatch following the Priority Dispatch Protocols; providing for the dispatch of all BLS and ALS First Responder Units to EMS Incidents; and providing for the ongoing communications via radio and wireless data systems.

“Response” means the act of responding to a request for services, which act begins when ALS First Responder Units are dispatched to an EMS Incident.

“Response Time” means the period of time commencing when an ALS First Responder Unit is dispatched to an EMS Incident and ending when Contractor's first ALS First Responder Unit arrives on the scene of the incident.

“Rules and Regulations” means the rules and regulations adopted by the Authority, which is subject to amendment.

“Run Cards” means the Regional 9-1-1 Center’s computer aided dispatch software database that, based upon the location of the EMS Incident and a predetermined listing of ALS First Responder Units which the Contractor has determined to be the closest by travel time or most appropriate in ranked order, recommends the closest or most appropriate ALS First Responder Unit(s) to respond to EMS Incidents, or successor methods such as global positioning satellite (GPS) automatic vehicle location (AVL) systems.

“Special Act” means Chapter 80-585, Laws of Florida, as amended.

“Special Events” means non-emergency events, such as sporting events, parades, festivals and other group or mass gatherings, which may require BLS or ALS medical coverage.

“State” means the State of Florida.

“State of Emergency” means a Disaster which has been declared by proclamation of the State, County or a municipality in the County.

“Total Unit Hour Compensation” means Unit Hour Compensation multiplied by the number of Authority Funded Units provided by this Agreement.

“Transport” means the transportation of Patients to any destination by Ambulance.

“Uncontrollable Circumstance” means a Force Majeure, an EMS Emergency or a State of Emergency.

“Unforeseen Circumstances” means circumstances which could not reasonably be foreseen by the Parties at the time of execution of this Agreement.

“Unit Compensation” means the Annual Compensation in a Fiscal Year divided by the number of Authority Funded Units provided by this Agreement.

“Unit Hour Compensation” means the Unit Compensation divided by Eight Thousand, Seven Hundred and Sixty (8,760) Hours.

SECTION 202. <u>TERMS GENERALLY</u>. Whenever the context may require, any pronoun shall include corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", except as the context may otherwise require. The words "agree", "agreement", "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed", except as the context may otherwise require.

ARTICLE III

REPRESENTATIONS

SECTION 301. <u>REPRESENTATIONS OF AUTHORITY</u>. Authority represents to Contractor that each of the following statements is presently true and correct:

(a) <u>Existing.</u> Authority has all requisite power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) <u>Due Authorization</u>. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by Authority and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on Authority.

(c) <u>Enforceability</u>. This Agreement constitutes a legal, valid and binding obligation of Authority enforceable against Authority in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) <u>Financial Capability</u>. Authority is fully capable, financially and otherwise, to perform its obligations hereunder, subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

(e) <u>No Litigation</u>. There are no pending, or to the knowledge of Authority, threatened actions or proceedings before any court or administrative agency to which Authority is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

SECTION 302. **REPRESENTATIONS OF CONTRACTOR**. Contractor represents to Authority that each of the following statements is presently true and correct:

(a) **Existing**. Contractor is a Florida municipal corporation or independent special district having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise control its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be party.

(b) **Due Authorization**. This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by Contractor and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Contractor.

(c) **Enforceability**. This Agreement constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws, from time to time in effect, which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) **No Litigation**. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated hereunder, or which are likely, in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) **Financial Capability**. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder subject to availability of funds lawfully appropriated for the purposes provided in this Agreement.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. **VEHICLES AND EQUIPMENT.**

(a) **Obligation to Provide Vehicles**. At all times during the term of this Agreement, Contractor shall provide the number of Authority Funded Units described on Appendix A.

Contractor reserves the right to select and acquire vehicles and apparatus used in the performance of this Agreement.

(b) **Maintenance of Vehicles and Fuel**. Contractor shall be responsible for the maintenance and repair of ALS First Responder Units and for furnishing maintenance, equipment, supplies, repairs, spare parts, replacement vehicles and fuel. Contractor shall maintain records of maintenance and fuel in order to document that ALS First Responder Units are maintained and used in accordance with this Agreement.

(c) **Staffing of Vehicles**. Each ALS First Responder Unit shall be staffed in compliance with Chapter 401, Florida Statutes, with a minimum of one (1) Paramedic. Contractor shall maintain records of staffing in order to document that ALS First Responder Units are staffed in accordance with this Agreement.

(d) **Equipment and Supplies**. With the exception of equipment maintained by the Authority in Section 507, Contractor shall furnish and maintain all EMS Equipment, required to be provided by the Contractor pursuant to Appendix C. Contractor shall also be responsible for the cost of replacing outdated medical supplies as provided in Section 504, which are lost through inadequate stock rotation; as well as the cost of medical supplies which are lost, stolen, damaged, or unaccounted for due to Contractor's negligence. The Authority shall be responsible for the cost of any medical supplies which are lost, stolen, or damaged due to a cause other than Contractor's negligence. Contractor shall be subject to the Authority's On-Scene Equipment Exchange Program.

(e) **Medical Communications Equipment**. Contractor shall be responsible for the replacement of all medical communications equipment that is lost, stolen or damaged due to Contractor's negligence. Contractor shall also be responsible for all routine maintenance of such equipment. The Authority shall be responsible for the replacement of any medical communications equipment that is lost, stolen or damaged due to a cause other than Contractor's negligence.

(f) **Inspections**. Contractor shall allow representatives of the Authority and of the Medical Director to inspect ALS First Responder Units, equipment and ALS First Responder Stations as may be reasonably required to determine compliance with this Agreement.

(g) **Patient Care Reporting System Equipment.** Contractor shall be responsible for the replacement of all field equipment for the Patient Care Reporting System (e.g. notebook computers) that is lost, stolen or damaged due to Contractor's negligence. The Authority shall be responsible for the replacement of field equipment for the Patient Care Reporting System that is lost, stolen or damaged due to a cause other than Contractor's negligence.

SECTION 402. <u>PRIORITY DISPATCH PROTOCOLS</u>. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor and the Authority shall cooperate in implementing periodic enhancements and improvements to the Priority Dispatch Protocols.

SECTION 403. <u>RESPONSE TIME</u>. Response Time to not less than ninety percent (90%) of all EMS Incidents in a Fiscal Year which are (1) prioritized as an Emergency Response; (2) are within Contractor's EMS District; and (3) for which Contractor's ALS First Responder Unit is determined, in accordance with Section 409, to be the First Due Unit, shall be within seven (7) minutes and thirty (30) seconds or less; provided, however, that such Response Time standard shall not be applicable to Responses which occur during periods of Uncontrollable Circumstances or to Responses to remote areas or areas of limited accessibility, as requested by Contractor and approved by the Executive Director. The Authority and the Contractor desire to maintain Response Times for each EMS District at or below the Response Times now enjoyed by each respective EMS District. Such level of service is met by Authority Funded Units.

SECTION 404. <u>CONTINUING MEDICAL EDUCATION</u>.

(a) <u>Field Personnel</u>. Contractor shall make available its Field Personnel for Continuing Medical Education as required by state regulation, Rules and Regulations and the Medical Control Board. Satisfactory participation by Contractor's Field Personnel in Continuing Medical Education provided and made available by the Authority shall constitute fulfillment of this obligation. Contractor shall be responsible for ensuring that its Field Personnel attend Continuing Medical Education training, either in classroom based training or distance learning methods as determined by the Medical Director, in accordance with the Rules and Regulations. Contractor may prepare and submit to the Executive Director a report evaluating performance of the CME program. Contractor shall use any prepared forms that the Authority requests it to use for this evaluation.

(b) **CME Instructors.** Contractors will use their best efforts to provide a sufficient number of CME Instructors to conduct courses. The Authority will use its best efforts to provide a sufficient number of classes available at regional training sites on days, times and shifts necessary to maximize the availability of First Responder units and ambulances up to one hundred eighty (180) classes per regular CME Course or ninety (90) classes for paramedic only CME Courses. Contractors understand the Authority is responsible for the provision of CME instruction and if the pool of CME Instructors made available by the Contractors is deemed inadequate or insufficient by the Authority, the Authority may elect to provide the CME program directly or through another means.

SECTION 405. MEDICAL QUALITY CONTROL.

(a) **Medical Director**. The Medical Director of the EMS System shall also serve as medical director of Contractor's EMS or ALS First Responder Services. Contractor may not use or employ another Medical Director for the provision of Emergency Medical Services within Contractor's EMS District.

(b) **Rules and Regulations: Protocols**. Contractor shall fully comply with the Rules and Regulations, including the protocols established in the Medical Operations Manual.

(c) **Ride-Along**. Contractor shall allow the Medical Director and the Executive Director or their representative to ride in ALS First Responder Units during Responses to EMS Incidents. However, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, except as necessary to assure protocol compliance and good Patient care, and shall at all times be respectful of Contractor's employee/employer relationship. The Medical Director, Executive Director, or their representatives, shall provide proof of employment, proof of workers' compensation insurance and shall complete any waiver or release forms which may be required by the Contractor prior to riding in ALS First Responder Units.

(d) **On-Scene Patient Care**. Contractor shall comply at all times with the Authority's protocol for on-scene control of Patient care. If Contractor's Paramedic is requested to ride to the hospital with the Ambulance Contractor's Paramedic, Contractor's Paramedic shall comply.

Contractor's Paramedic may also decide to ride to the hospital with Ambulance Contractor's Paramedic. Contractor shall be responsible for the return of the Paramedic from the hospital.

(e) **Special Events**. In the event Contractor provides either BLS or ALS medical coverage at a Special Event in their EMS District, Contractor shall be under the auspices of the Authority, the Medical Control Board and the Medical Director. In providing medical coverage at a Special Event, Contractor shall comply with the Rules and Regulations and with the protocols established in the Medical Operations Manual. Authority Funded Units will not be used for dedicated special events coverage without the written approval of the Executive Director. Contractor and Authority will notify each other of large scale Special Events, which may require additional resources or adversely affect the EMS System, to ensure coordinated event coverage.

(f) **Quality Assurance**. Contractor shall adhere to the quality assurance and quality management program established by the Medical Director and shall participate in quality assurance reviews.

SECTION 406. **MEDICAL CASE REVIEWS**. Medical Case Reviews may include access to data, records review, written and verbal statements by Field Personnel and EMS Coordinator, and attendance at interviews and informal and formal hearings, in accordance with the then current EMS Rules and Regulations and Florida Statute 401.425. Contractor shall cooperate in obtaining such records, verbal and written statements and ensure that its Field Personnel attend Medical Case Reviews when reasonably requested.

SECTION 407. **PERSONNEL**.

(a) **Training and Qualifications**. All Field Personnel employed by the Contractor in the performance of work under this Agreement shall be trained and qualified at a level consistent with the standard established by the Authority for delivering Patient care and shall hold appropriate credentials in their respective EMS profession.

(b) **Standard of Conduct**. Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. Contractor shall address and correct any departures from this standard of conduct. Contractor's Field Personnel shall be easily identified as EMTs or Paramedics while on scene of an EMS Incident.

(c) **<u>Part-Time Employment</u>**. Contractor shall not unreasonably restrict its employees from seeking or performing part-time employment with Authority's Ambulance Contractor.

(d) **<u>EMS Coordinator</u>**. Contractor shall designate a County Certified Paramedic as the EMS Coordinator who will be responsible for performing or supervising, at a minimum, for:

(1) Reviewing Patient care records in accordance with procedures established by the Medical Director.

(2) Responding to EMS Incidents and overseeing Patient care in accordance with procedures established by the Medical Director.

(3) Monitoring Contractors' EMS personnel to ensure compliance with CME requirements.

(4) Monitoring Contractors' EMS personnel to ensure clinical competence and good customer service.

(5) Attending and actively participating in EMS related meetings and quality improvement committees.

SECTION 408. <u>STATE OF EMERGENCY ASSISTANCE, EMS EMERGENCY AND MUTUAL AID</u>

(a) **<u>State of Emergency Assistance within Pinellas County</u>**. Immediately upon notification by the Authority of a State of Emergency within Pinellas County, Contractor shall commit such resources as mutually agreed upon by the Parties, given the nature of the State of Emergency and shall assist in accordance with applicable plans and protocols mutually agreed upon by the Parties. During a State of Emergency, Contractor shall be released from the requirements of Section 403 and the time requirements of Section 704(a). When Contractor ceases providing assistance with the State of Emergency, Contractor shall resume normal operations as rapidly as is practical and notify the Authority's authorized representative that Contractor is able to resume normal operations considering exhaustion of personnel, need for restocking and other relevant considerations.

(b) **<u>State of Emergency Assistance Outside of Pinellas County</u>**. Contractor shall manage any State of Emergency assistance response outside of Pinellas County in a manner which does not prevent Contractor from rendering services in accordance with this Agreement.

(c) **EMS Emergency**. Immediately upon notification by the Authority of an EMS Emergency, Contractor shall assist in the locality where the EMS Emergency has occurred. The level of assistance provided by Contractor shall be mutually agreed upon by the Parties.
During an EMS Emergency, the Contractor shall be released from the requirements of Section 403. When Contractor ceases providing assistance during an EMS Emergency, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations. During the course of an EMS Emergency, Contractor shall use best efforts to continue to provide local ALS emergency coverage.

(d) **Mutual Aid**. Mutual aid responses outside of Pinellas County, rendered by the Contractor outside of Pinellas County that are not due to a State of Emergency or EMS Emergency, shall be performed in accordance with the terms and conditions of this Agreement.

SECTION 409. **AUTOMATIC AID/CLOSEST UNIT RESPONSE**. Upon notification by the Regional 9-1-1 Center of an EMS Incident, Contractor shall provide ALS First Responder Services in accordance with the Automatic Aid/Closest Unit Response Agreement. The ALS First Responder Unit which is predetermined to be the closest to the emergency scene, by the Run Cards, shall be dispatched without regard to EMS District or jurisdictional boundaries. In the event that the Automatic Aid/Closest Unit Response Agreement is terminated, Contractor shall provide ALS First Responder Services in accordance with the then current Run Cards for all EMS Incidents. The Contractor's authorized representative will periodically, or at the request of the Authority, update their Run Cards to insure their accuracy and coordinate any changes with any affected Contractor(s).

SECTION 410. **MEDICAL SUPPLIES AND INVENTORY CONTROL**. Contractor shall establish and implement inventory control procedures for the stocking and use of medical supplies. Contractor shall report, as of September 30th during each year this Agreement is in effect, the balance of all medical supplies held by the Contractor in inventory. Such report will list the item's identification number, the item's description, and the quantity held. Contractor will report the quantity of medical supplies which are lost, damaged, or unaccounted for, due to Contractor's negligence, and medical supplies unusable due to inadequate stock rotation. Contractor agrees to not maintain more than thirty (30) days of medical supplies in stock based upon historical use. Contractor shall maintain inventory records that identify all ALS First Responder Unit supplies issued from stock, and will keep stock under lock so that access is limited to only authorized personnel. Contractor shall adhere to inventory control procedures that the Authority may require, as long as they are reasonable and prudent. Contractor shall follow all federal, state and local laws and protocols in the distribution and handling of controlled substances. Contractor shall provide list of personnel authorized to receive controlled substances from the warehouse and any change to such list.

SECTION 411. **PATIENT CARE REPORTING SYSTEM**. Contractor shall cooperate with the Authority in refining and improving the fully-integrated, electronic patient care reporting system. This system shall meet the information needs of the Contractor, the Medical Director, the Medical Control Board and the Authority. Contractor shall gather and enter data into the Authority's electronic patient care reporting system for every Patient encountered and every EMS Incident responded to by the Contractor's Field Personnel. Operating costs of this information system shall be the responsibility of the Authority. The Executive Director shall determine the start date and implementation timeline to ensure seamless implementation in the EMS System.

The database of the Authority's patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of an EMS Incident; dispatch activities and Response Times; every Patient assessment and all treatment rendered while Contractor's Field Personnel are attending the Patient. Contractor shall require Field Personnel to comply with the completion of paper reports and the data entry requirements of the EMS System and insure the accuracy and completeness of such reports, as approved and periodically revised by the Authority. Authority agrees that the procedures used to implement and operate the electronic patient care reporting system shall be mutually agreed upon by the Parties.

Contractor shall have unlimited access, regardless of storage location or medium, to electronic patient care reports generated by the Contractor's EMS personnel and all dispatch-related data.

SECTION 412. **UTILIZATION OF REGIONAL 9-1-1 CENTER**.

(a) **Regional 9-1-1 Center**. Contractor shall utilize the Regional 9-1-1 Center for the dispatch of all BLS and ALS First Responder Units to EMS Incidents. Contractor shall utilize the

Regional 9-1-1 Center's radio and data systems to include, but not limited to, computer aided dispatch (CAD) software, mobile communications terminal software, and the County's public safety and intergovernmental voice and data radio system.

Contractor shall provide and maintain all fire station alerting systems, base stations, pagers, fire station computers and peripherals, all mobile and portable radios except as provided in Section 503, and mobile communications terminals and radio modems to communicate with the Regional 9-1-1 Center's radio and data system following the County's technical specifications.

Authority shall provide and maintain, at no cost to the Contractor, all necessary broadband networking from Fire Stations to the Regional 9-1-1 Center's data system, and access to the County's 800MHz High Performance Data (HPD) system following the County's technical specifications.

Authority shall provide a mutually agreed upon appropriate planning phase, cost analysis, changes in the County's technical specifications, and implementation plan for any future upgrades or system changes.

Contractor shall ensure all frontline ALS First Responder Units are equipped with GPS enabled mobile communications terminals running mobile CAD software. Contractor shall ensure GPS enabled mobile communications terminals are kept in working order and repaired in a timely manner to ensure efficient and accurate dispatch.

(b) Requests for Emergency Medical Assistance. Should Contractor receive any request for emergency medical assistance, including walk-ins, Contractor shall record the address and telephone number of the caller, obtain the location and nature of the emergency, shall immediately respond to the request for emergency medical assistance, if appropriate, and shall immediately advise the 9-1-1 Center of the information received, and the Response initiated by Contractor, if any.

SECTION 413. COMMUNITY INVOLVEMENT. Contractor is encouraged to make available to their local community, health promotions and prevention education (i.e., CPR training, public access defibrillation programs, drowning prevention, health risk assessments). The programs may be developed by the individual contractor or in coordination with the Medical Director or the Authority.

Contractor may elect to participate in the Authority's public education/prevention/community outreach/community paramedic programs that are established, as set forth in the EMS Rules and Regulations and approved by the Medical Director. Public Educators/Community Paramedics may be utilized to teach CPR, first aid, drowning prevention, fall prevention or any other type of EMS specific public education, or prevention program or established community paramedic/outreach program.

SECTION 414. **LICENSURE AND CERTIFICATION**. Contractor shall maintain the appropriate licensure with the Department as an ALS provider. Contractor or Contractor's employees, as the case may be, shall be responsible for payment of any fees associated with EMS and Paramedic certification and recertification using funds provided under this Agreement.

SECTION 415. **ACCURATE INFORMATION**. Any news releases, statements, or public information given by the Contractor's or Authority's personnel to the public or the media shall accurately reflect the design and operation of the EMS system.

ARTICLE V

DUTIES AND RESPONSIBILITIES OF AUTHORITY

SECTION 501. **MEDICAL DIRECTION AND CONTROL**. The Authority shall be responsible for providing, or cause to be provided, Medical Direction and Medical Control to the Contractor.

SECTION 502. **CONTINUING MEDICAL EDUCATION.** Authority shall provide and make available to Contractor a Continuing Medical Education training program at multiple, regionally-located training sites and not at a single, centralized training site. Authority shall endeavor to utilize distance learning methodologies and technology to deliver CME training whenever possible.

SECTION 503. **MEDICAL COMMUNICATIONS EQUIPMENT.** Authority has provided, or shall provide, as applicable, one (1) 800 MHZ Mobile Radio, and one (1) 800 MHZ Portable Radio for each Authority Funded Unit approved on Appendix A. The radio equipment shall be installed in the Authority Funded Units by the Contractor and become Contractor's property. Contractor shall be responsible for such equipment, as provided for in Section 401(e) hereof. Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. Such equipment was replaced through the County's "P25 Communications System Upgrade".

SECTION 504. **MEDICAL SUPPLIES.** The Authority shall provide and replace, as necessary, without cost to Contractor, the medical supplies used by Contractor in rendering Patient care under this Agreement. The Authority shall deliver, or cause to be delivered, all medical supplies, except controlled substances, every two weeks to Contractor's designated medical supply receiving location. Contractor's authorized representative shall sign for and pick up controlled substances at a central location designated by the Authority. The Authority shall not be responsible for costs of replacing inventory items lost, stolen, damaged or unaccounted for due to Contractor's negligence but the Authority shall be responsible for the costs of replacing inventory items lost, stolen damaged or unaccounted for due to a cause other than Contractor's negligence. Where applicable, Contractor shall relocate supplies nearing their expiration dates to ALS First Responder Units serving areas of higher demand within their EMS District. All medications and supplies shall be returned to the Authority not later than sixty (60) days after the respective expiration dates. If such medications and supplies are not returned to Authority within sixty (60) days after their respective expiration dates, or at the direction of the Medical Director, Contractor shall be charged for the replacement of such supplies. A fully comprehensive narcotic control system shall be provided by the Authority to include boxes, electronic locks, and web-based tracking software.

SECTION 505. **EXTRAORDINARY MODIFICATIONS.** Notwithstanding the provision of Section 401(b) hereof, Authority shall separately provide and fund any modifications to ALS First Responder Units or equipment which may be required by the Authority and which do not constitute routine maintenance, repair or replacement.

SECTION 506. **BILLING.** The Authority shall have sole responsibility for submitting claims for transports made by either the Authority or by Contractor.

SECTION 507. **ECG EQUIPMENT AND MAINTENANCE.** The Authority shall provide all electrocardiogram (ECG) monitoring/defibrillation equipment for Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority. At the point that the equipment is replaced with new equipment, the Contractor will transfer ownership of the equipment being replaced to the Authority who will trade in the used equipment to reduce the cost of replacement. Contractor shall be responsible for any repairs that are necessary due to Contractor's negligence.

SECTION 508. **BIOHAZARD WASTE COLLECTION.** The Authority shall provide or cause to be provided, the collection and disposal of all biohazard waste from ALS First Responder Stations on a periodic basis, no less than monthly. Contractor shall follow any procedures necessary for biohazard waste to be collected.

SECTION 509. **PATIENT CARE REPORTING SYSTEM EQUIPMENT.** Authority shall provide, as applicable, a ruggedized notebook or tablet computer for each Authority Funded and Contractor Funded Units including adequate spare equipment (up to 30% above the number of Units). The equipment shall be utilized on Authority Funded and Contractor Funded Units by the Contractor for the purpose of completing electronic patient care reports. Only Authority authorized software and peripherals may be utilized to ensure a highly reliable and coordinated system. Authority provided patient care reporting system equipment shall remain property of the Authority. Contractor shall be responsible for such equipment, as provided for in Section 401(g) hereof. Authority shall be responsible for maintaining such equipment and replacing it at the end of a reasonable useful life, as determined by the Authority. Contractor agrees to continue using the Contractor's current equipment on any Contractor Funded Units over its useful life which equipment will be maintained by the Authority and repaired or replaced at the Authority's option. The Authority shall be responsible for replacing such equipment at the end of a reasonable useful life, as determined by the Authority.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

SECTION 601. **MINIMUM INSURANCE REQUIREMENTS**. Contractor shall be self-insured or shall pay for and maintain at least the following insurance coverage and limits as listed below. Insurance coverage and limits shall be evidenced by delivery to the Authority of: a certificate of insurance executed by the insurer(s) listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Authority, and listing all carriers issuing said policies; and, a certified copy of each policy, including all endorsements. Where applicable, Contractor shall submit to Authority a letter from Contractor's Risk Manager stating that Contractor is self-insured, or the amount of insurance per claim and per occurrence, any gap and the amount of excess insurance up to its coverage. Notwithstanding anything to the contrary contained in this Agreement, Contractor does not waive any immunity or limitation of liability it may have under the doctrine of sovereign immunity or Section 768.28 Florida Statutes. The following insurance requirements shall remain in effect throughout the term of this Agreement (unless Contractor is self-insured, in which case Contractor shall not be required to comply with the following insurance requirements):

(a) Provide Workers' compensation insurance as required by Florida Law.

(b) Provide commercial general liability, employers' liability and commercial vehicle liability insurance that reflects the limits of liability for governmental entities in accordance with Section 768.28(5), F.S., should the State Legislature change these limits, coverage consistent with the revised limits shall be obtained.

(c) Professional Liability Insurance, including errors and omissions, with minimum limits of $1,000,000 per occurrence; if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond the ending date of this Agreement. In lieu of "tail coverage" the Contractor may submit annually to the Authority a current certificate of insurance proving claims made insurance remains in force throughout the same three (3) year period. This coverage is subject to statutory and regulatory requirements of Federal, State or local law.

(d) Personal and/or Bodily Injury including death and property damage liability Insurance with minimum limits of $1,000,000 Combined Single Limit insurance in excess of all primary coverage.

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS. To the extent that Contractor maintains insurance policies rather than being self-insured, each insurance policy shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that forty-five (45) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to Authority. Contractor shall also notify Authority within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Contractor from its insurer.

(b) Companies issuing the insurance policy, or policies, shall have no recourse against Authority or County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(c) The Authority shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance. The additional insured clause covers the actions of the Contractor while providing services under the terms of this Agreement.

(d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Authority or the County, to any such future coverage, or to County's Self-Insured Retention of whatever nature.

SECTION 603. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 603 shall survive expiration or earlier termination of this Agreement.

ARTICLE VII

COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION.

(a) FY 2017 – 2018. Authority and Contractor have agreed to an amount reflecting Contractor's submitted budget for EMS services during Fiscal Year 2017 – 2018. The approved budget amounts for the Fiscal Year commencing October 1, 2017, shall be equal to that shown on Appendix A.

(b) Budget Submissions for FY 2018 – 2019 through FY 2021 – 2022. Contractor shall submit a budget by April 1st each year for the following Fiscal Year for the Authority's review and approval. Budgets shall be prepared in the same manner as the budget submitted for FY 2017-2018, so long as said budgets are less than a three (3) percent increase from the prior Fiscal Year, and the Authority shall pay Annual Compensation to Contractor in accordance with said approved budgets.

(c) Funding for Rescue Unit, Medic Unit and Staff Vehicle Replacement. Authority will provide funding for Authority funded rescue units, medic units and the proportionate share of EMS Coordinator staff vehicles. Fire engines and other fire apparatus are not subject to EMS vehicle replacement funding. Units will be replaced after at least five (5) years, but no more than seven (7) years, of frontline service. Contractor represents that its projected capital replacement needs are as shown in Appendix A. The Authority shall determine a standardized reimbursement amount for rescue units, medic units and staff vehicles each Fiscal Year based upon the then current market rate for such vehicles as stated in the EMS Authority's annual budget and capped therein. The amounts for FY17-18 are rescue units ($200,000), medic units ($100,000), and staff vehicles ($50,000).

(d) Payment. Payments shall be paid monthly in arrears in (approximately) equal monthly installments.

(e) Station/Overhead Allowable Costs. Contractor shall be reimbursed for up to 1.0% of the Fiscal Year's approved budget in accordance with Resolution 14-65 for station and overhead costs. Such payment shall be made by the Authority to the Contractor after receipt of the audit attestation shown in Appendix D.

(f) Extraordinary Budget Increase. If any proposed budget submitted by Contractor to the Authority for the following Fiscal Year should exceed three (3) percent of the prior Fiscal Year's budget, Authority and Contractor agree to reopen this Section 701 to negotiate no later than May 1st of the then current Fiscal Year the Annual Compensation for the following Fiscal Year. For any Fiscal Year in which Section 701 is reopened to negotiate the Annual Compensation for the following Fiscal Year, if Authority and Contractor cannot reach agreement on the Annual Compensation by June 30th, this Agreement shall terminate on the last day of the then current Fiscal Year.

SECTION 702. CME AND PUBLIC EDUCATION REIMBURSEMENT.

(a) Learning Management System. The Authority shall reimburse annually, in the first payment in each Fiscal Year, the Contractor's cost for the use of the Learning Management System for its students. Such reimbursement shall be fifty percent (50%) of the costs of use of the Learning Management System up to $50 per student per Fiscal Year (does not include payment for student training time). The reimbursement amount shall not exceed $125,000.00 in any fiscal year.

(b) Reimbursement for CME Instructors. The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $60.00 per hour for overtime or backfill costs for the Contractor's CME Instructor hours that are actually performed and preapproved in writing, through the published master EMS training calendar by the Authority. Contractor may establish a rate of pay for CME Instructor which shall be subject to the $60.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for students to attend Courses or CME Instructor hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $750,000.00 in any fiscal year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for CME training. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

(c) **<u>Reimbursement for Public Education/Prevention/Community Paramedic Programs</u>.** The Authority shall reimburse each Contractor for the actual cost of salary and benefits up to $60.00 per hour for overtime or backfill costs for the Contractor's Public Educator/Community Paramedic hours that are actually performed and preapproved in writing, through the published master EMS public education/prevention/community paramedic calendar, by the Authority. Contractor may establish a rate of pay for Public Educator/Community Paramedic which shall be subject to the $60.00 per hour cap. The Authority shall not reimburse Contractor for the personnel costs for Public Educator/Community Paramedic hours that are not preapproved in writing. Contractor shall submit invoices to Authority utilizing Appendix E within twenty (20) days following the last day of each month. Contractor shall be reimbursed monthly in arrears. For each year during the term of this Agreement, the total compensation amounts shall be established through the Authority's budget process, but in no event, shall the cumulative compensation to all Contractors for all payments under this provision, and payment for the analogous training provisions of the Ambulance Services Agreement, as amended, for any Fiscal Year exceed the amount budgeted by the Authority. The reimbursement amount shall not exceed $100,000.00 in any fiscal year. It is recognized by the Parties that no payment may be compelled or made without a budget amendment approved by the Authority for any compensation that exceeds the total compensation authorized through the Authority approved budget for Public Education/Community Paramedic programs. It is further agreed and understood among the Parties that the Authority may not compel the Contractors to incur expenses beyond the Authority's approved budget amount until such time as a budget amendment raising such budget is approved.

SECTION 703. <u>DEDUCTION FOR FAILURE TO PROVIDE FIRST RESPONDER UNIT.</u>
In the event Contractor fails to provide an ALS First Responder Unit, or substitutes a BLS First Responder Unit instead of an ALS First Responder Unit, for an extended period (as described below) of time and without the advance approval of the Authority, the Authority may deduct an

amount equal to the Contractor's Unit Hour Compensation multiplied by each hour or portion thereof for each day or portion thereof that the Contractor has failed to provide an ALS First Responder Unit. Such deduction shall be made from the following monthly Annual Compensation payment. For purposes of this Agreement, an extended period of time means, with respect to mechanical problems and personnel, more than four (4) consecutive hours in any given day, and with respect to training, more than ten (10) hours in any given day; provided however that Section 703 shall not be applicable when the Executive Director has waived the provisions of Section 703, or when Contractor has failed to provide an ALS First Responder Unit or substitutes a BLS First Responder Unit during periods of Uncontrollable Circumstances.

SECTION 704. DEDUCTION FOR FAULTY DOCUMENTATION.

(a) Faulty Documentation. In the event that the Contractor transports a Patient, in compliance with the then current Medical Operations Manual transport protocols, Contractor shall provide a billable Patient Care Report to the Authority within four (4) business days from the date of service. The report shall include, at a minimum, the medical reason for Transport, the Patient's condition, the Patient's demographic information, the Transport mileage, and all medical care rendered. Contractor's Field Personnel shall obtain the Patient's signature and any other signatures necessary to process a bill.

SECTION 705. ADJUSTMENT FOR EXTRAORDINARY COST INCREASES. Contractor may apply for and receive prospective compensation adjustments to the Annual Compensation as necessary to offset documented increases in Contractor's cost of production directly resulting from increases in the prices paid by Contractor for fuel due to Unforeseen Circumstances and subject to the following stipulations:

(a) Contractor must document, using generally accepted accounting procedures, the actual financial impact of the increased fuel prices upon Contractor's costs of production.

(b) Only the effects of increased direct fuel prices-excluding any effects of increased fuel consumption, overhead allocations and indirect costs-shall be considered.

SECTION 706. <u>FUNDS TO BE USED SOLELY FOR EMS FIRST RESPONSE</u>. Contractor recognizes that monies received hereunder are derived from the EMS Mill and that the EMS Mill, pursuant to referendum, has been dedicated solely to the provision of Emergency Medical Services. Contractor, therefore, agrees that funding provided under this Agreement will be used strictly for the provision of the services described herein.

Contractor shall have an Annual External Audit conducted by a Certified Public Accounting firm to verify the Authority funded EMS income, Authority funded EMS expenditures, and Authority funded EMS reserves. The Annual External Audit shall include the "EMS Financial Information Attestation Form" prepared by the Contractor and signed by the Contractor's auditor. The required "EMS Financial Information Attestation Form" is attached as Appendix D. Contractor shall provide to Authority the audited financial statement that includes the "EMS Financial Information Attestation Form" within ten (10) business days of Contractor's receipt of the Annual External Audit. The cost of the Annual External Audit will be expended from Contractor's EMS funds.

SECTION 707. <u>FUTURE/ADDITIONAL SERVICES</u>. Contractor and Authority understand that, in the future, health care delivery and Emergency Medical Services may evolve to include pathway management, an expanded scope of practice, primary care services or other activities where EMS resources provided under this Agreement may be used. Contractor and Authority shall discuss the manner in which such additional services shall be effected, evaluate the relationship of such services; and determine the impact of such services on the EMS system. Contractor's obligations shall be limited to those specifically set forth in this Agreement. Contractor shall not be responsible for providing any additional services unless Contractor agrees in writing to provide such additional services.

SECTION 708. <u>ADDITIONAL UNITS</u>.

(a) <u>Authority Funded.</u> During the term of the Agreement, the Authority may determine that additional Authority Funded Unit(s) are needed. Additionally, Contractor may request that consideration be given for approval of an additional Authority Funded Unit. If the Authority determines that additional Authority Funded Unit(s) are needed from Contractor, then Authority and Contractor shall negotiate a mutually agreeable compensation for such additional Authority Funded Unit(s). In those instances where the Contractor requests Authority to approve additional

Authority Funded Unit(s), the Authority shall meet with the Contractor to determine the need for the requested Authority Funded Unit(s). If approved, the Authority will negotiate a mutually-agreeable compensation for such additional Authority Funded Unit, Units or Unit Hours. Compensation for such additional Authority Funded Unit(s), or Unit Hours, shall begin upon approval by the Authority.

(b) **Contractor-Funded**. Contractor and Authority understand that the EMS System is a unified, integrated system requiring the cooperation of all providers in the EMS System. To insure coordinated implementation of any improvements to the EMS System and to insure the integrity of the EMS System, if Contractor desires to operate additional ALS First Responder Unit(s) as a Contractor Funded Unit, Contractor will obtain approval from the Authority in writing prior to operating the Contractor Funded Unit. Contractor may elect to cease operation of a Contractor Funded Unit at its sole discretion. Contractor is responsible for all costs associated with staffing and operating such Contractor Funded Units. The Authority shall provide Medical Control and medical equipment and supplies for authorized Contractor Funded Units.

SECTION 709. **AUDITS AND INSPECTIONS.** At any time during normal business hours, and as often as may reasonably be deemed necessary, representatives of the Authority or Medical Director may observe Contractor's operations. Contractor shall make available to Authority for its examination, its records with respect to all matters covered by this Agreement, and Authority may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contract, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement to the extent permitted by law.

Contractor shall make available to the Medical Director its records with respect to all clinical matters covered by this Agreement and the Medical Director may audit, examine, copy and make excerpts or transcripts from such records and inspections to the extent permitted by law.

The Authority's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given the Contractor in advance of any such visit.

Records relating to contract activities shall be retained for three (3) years from final payment in each year.

All representatives of the Authority, Medical Control Board and Medical Director who observe Contractor's operations or audit or examine Contractor's records shall conduct themselves in a polite manner; complete any training required by law; and not interfere with Contractor's employees' duties. Audits and inspections shall be done to the extent permitted by law.

SECTION 710. **FISCAL NON-FUNDING**. In the event sufficient budgeted funds are not available for a new Fiscal Year, the Authority shall timely notify Contractor of such occurrence prior to the end of the current Fiscal Year and this Agreement shall terminate on the last day of current Fiscal Year.

ARTICLE VIII
TERM AND TERMINATION

SECTION 801. **TERM**. The initial term of this Agreement shall be for two (2) years, commencing October 1, 2017 and ending at midnight September 30, 2019, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for three (3) additional one (1) year periods following the initial term, provided that the Parties mutually agree in writing to such extension which is subject to Authority and Contractor approval prior to July 1st of each extension year. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

SECTION 802. **TERMINATION**.

(a) **By Authority for Cause.** This Agreement may be terminated by the Authority for cause upon twenty (20) days written notice to Contractor. For purposes of this section 802(a), "cause" shall mean (1) the event that Contractor, for any reason, fails to meet the licensing requirements in the State of Florida pursuant to the provisions of Chapter 401, Florida Statutes, or (2) a material breach by Contractor of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, the Authority shall provide written notice of such breach and Contractor shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice or within such additional period of time mutually agreed upon by the Parties.

(b) **By Contractor for Cause.** This Agreement may be terminated by Contractor for cause upon twenty (20) days written notice to the Authority. For purposes of this section 802(b), "cause" shall mean a material breach by the Authority of any term, covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of any term, covenant or warranty, Contractor shall provide written notice of such breach and the Authority shall have the opportunity to cure such breach within twenty (20) days of receipt of such notice, or, within such additional period of time mutually agreed upon by the Parties.

(c) **By Authority or Contractor without Cause.** This Agreement may be terminated without cause by Contractor or the Authority upon six (6) months written notice to the other Party.

(d) **Provision of Emergency Medical Services upon Termination.** In the event of termination of this Agreement by either Contractor or the Authority, Contractor shall continue to participate in the EMS System and Emergency Medical Services shall be provided in Contractor's EMS District in accordance with the Special Act and EMS Ordinance, and the Authority shall compensate Contractor in accordance with the Special Act.

SECTION 803. **RESOLUTION OF DISPUTES**. To the extent that Contractor and Authority cannot, after good faith attempts, resolve any controversy or dispute that may have arisen under this Agreement, except for any dispute concerning the Annual Compensation or §701, Contractor and Authority shall appoint an ad-hoc committee consisting of one mutually agreed upon representative from the Medical Control Board, the EMS Advisory Council, and the Pinellas County Fire Chiefs Association to facilitate a timely and effective resolution. The ad-hoc committee shall meet as often as necessary under the circumstances in an attempt to resolve the controversy or dispute. The committee shall review each Party's submittal of its interpretation of the Agreement and may request additional information as necessary. The committee shall complete its review within sixty (60) days of the date that the Committee is notified of the controversy or dispute (unless the Parties mutually agree to extend this period of time) and submit any recommendation to the Pinellas County Administrator and Contractor. All recommendations and other actions of the committee shall be non-binding. After the committee has submitted its recommendation to the Pinellas County Administrator and Contractor, either Party may thereafter refer the matter to non-binding mediation in the State of Florida. If the Parties do not agree upon representatives for the committee, if either Party chooses not to engage in mediation or if the Parties engage in mediation but mediation fails to resolve the dispute, either Party may pursue its legal remedies, including the Chapter 164 process, and, including, but not limited to, filing a complaint (including but not limited to a complaint for injunctive relief) in the appropriate court possessing competent jurisdiction.

ARTICLE IX

MISCELLANEOUS

SECTION 901. **NON-DISCRIMINATION IN EMPLOYMENT.** The Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Contractor agrees that applicants will be employed, and that employees are treated during employment, (e.g. layoff or termination, promotion, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship), without regard to age, race, color, religion, sex, sexual orientation or national origin. The Contractor will post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 902. **NOTICES.** All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Authority: Executive Director, Pinellas County EMS Authority
Pinellas County Emergency Medical Services
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor: See Appendix B

SECTION 903. **ENTIRE AND COMPLETE AGREEMENT.** Subject to Section 912, this Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 904. OTHER DOCUMENTS. Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 905. APPLICABLE LAW. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 906. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed necessary. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 907. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein.

SECTION 908. CONTRACTOR IS INDEPENDENT CONTRACTOR. The Parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer, or employee of the Authority or Pinellas County.

SECTION 909. NO THIRD-PARTY BENEFICIARIES; ASSIGNMENT. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto, and no right, duty or obligation of the Contractor under this Agreement, shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the Authority.

SECTION 910. **<u>HEADINGS</u>.** Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SECTION 911. **<u>COUNTERPARTS</u>.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 912. **<u>NO WAIVER OF RIGHTS UNDER SPECIAL ACT.</u>** This Agreement, and specifically its provisions related to the Annual Compensation, is being entered into to resolve a dispute between the parties regarding the determination of the Annual Compensation to be paid to Contractor by the Authority. Authority and Contractor have worked together in good faith to reduce spending under the EMS Mill based upon the extraordinary economic times facing local governments at present. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach agreement herein not be seen as a waiver of any rights, claims or defenses that either the Contractor, or the Authority may have under the Special Act. Furthermore, Contractor does not necessarily agree that the Annual Compensation provided under this Agreement constitutes reasonable and customary cost reimbursement by the Authority as required by the Special Act, and, by entering into this Agreement does not waive any rights, claims or defenses that Contractor may have with regard to the determination of reasonable and customary costs in any year not governed by this Agreement. Therefore, the Annual Compensation paid to the Contractor pursuant to this Agreement shall not be used as evidence in any dispute regarding the reasonable and customary costs to be reimbursed by the Authority to the Contractor.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this ______day of ____________, 2017.

ATTEST:
KENNETH BURKE, CLERK

by: _________________________
Deputy Clerk

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

by:________________________________
Chairman

Countersigned:

by:______________________________
Mayor

Approved as to Form:

by:_______________________________
City Attorney

CITY OF ST. PETE BEACH, FLORIDA

by:_________________________________
City Manager

Attest:

by:_________________________________
City Clerk

Appendix A
ALS First Responder Profile

Contractor	St. Pete Beach
EMS District(s)	St. Pete Beach EMS District
Authority Funded Units	Medic 22 Rescue 23
Contractor Funded Units	Squad 22
EMS Coordination	EMS Administrative Coordinator – ¾ FTE
FY17-18 Annual Compensation	$1,728,778
Projected Capital	FY17-18 Staff Vehicle - ¾ FY18-19 None FY19-20 Rescue Unit - 1 FY20-21 None FY21-22 None

Appendix B
ALS First Responder Contractors

CITY OF CLEARWATER
112 S. Osceola Avenue
Clearwater, FL 33756
ATTN: City Manager

CITY OF DUNEDIN
P O Box 1348
Dunedin, FL 34697
ATTN: City Manager

EAST LAKE TARPON
SPECIAL FIRE CONTROL DISTRICT
3375 Tarpon Lake Boulevard
Palm Harbor, FL 34685
ATTN: Chairman, Board of Commissioners

CITY OF GULFPORT
2401 53rd Street South
Gulfport, FL 33707
ATTN: City Manager

CITY OF LARGO
P O Box 296
Largo, FL 33779-0296
ATTN: City Manager

LEALMAN
SPECIAL FIRE CONTROL DISTRICT
4360 55th Avenue North
St. Petersburg, FL 33714
ATTN: Chairman, Board of Commissioners

CITY OF MADEIRA BEACH
300 Municipal Drive
Madeira Beach, FL 33708
ATTN: City Manager

CITY OF OLDSMAR
100 State Street West
Oldsmar, FL 34677-3655
ATTN: City Manager

PALM HARBOR
SPECIAL FIRE CONTROL DISTRICT
250 W. Lake Road
Palm Harbor, FL 34684
ATTN: Chairman, Board of Commissioners

CITY OF PINELLAS PARK
P O Box 1100
Pinellas Park, FL 33780-1100
ATTN: City Manager

PINELLAS SUNCOAST
FIRE & RESCUE DISTRICT
304 First Street
Indian Rocks Beach, FL 33785
ATTN: Chairman, Board of Commissioners

CITY OF SAFETY HARBOR
750 Main Street
Safety Harbor, FL 34695-3597
ATTN: City Manager

CITY OF ST. PETE BEACH
155 Corey Avenue
St. Pete Beach, FL 33706-1701
ATTN: City Manager

CITY OF SEMINOLE
9199 113th Street North
Seminole, FL 33772-2806
ATTN: City Manager

CITY OF SOUTH PASADENA
7047 Sunset Drive South
South Pasadena, FL 33707-2895
ATTN: City Clerk

CITY OF TARPON SPRINGS
324 Pine Street East
Tarpon Springs, FL 34689
ATTN: City Manager

CITY OF TREASURE ISLAND
120 108th Avenue
Treasure Island, FL 33706-4794
ATTN: City Manager

Appendix C
EMS Equipment

Provided by the Authority:

- All Medical Supplies and Equipment authorized by the Authority, except for equipment to be provided by Contractor listed below.

- Phillips MRx ECG Monitor/Defibrillator with the following clinical specifications: biphasic defibrillation, Q-CPR meter, pulse oximetry, waveform capnography, pacing, 12 lead acquisition and transmission, and non-invasive blood pressure monitoring as determined by the Medical Control Board and Authority for all Authority Funded ALS First Responder Units to include all patient cables, accessories, cases, battery chargers and batteries as needed.

- Phillips MRx ECG Monitor/Defibrillators in the same configuration above shall be utilized for reserve and spare equipment. The specific quantity shall be determined by the Authority.

Provided By Contractor:

- Rescue equipment required by the Department

Appendix D

EMS FINANCIAL INFORMATION ATTESTATION FORM

Instructions:

In accordance with the ALS First Responder Agreement, funds provided by the EMS Authority must be used solely for EMS Allowable Costs. Any unspent balance at the conclusion of a fiscal year must be accounted for and returned to the EMS Authority.
The following form is provided for consistent cost reporting and shall be submitted within ten (10) business days of Contractor's receipt of Annual External Audit.

To be Completed by Contractor:

City or Fire District (Contractor) ____
Fiscal Year ____
Name of Person Completing Form ____
Phone Number and Email Address ____

1. EMS Funding Received by Contractor $________________
2. EMS Allowable Costs Incurred by Contractor $________________
3. Difference (If excess, amount due to Pinellas County) $________________

PLEASE INCLUDE A COPY OF ANNUAL AUDIT AND SUPPORTING DOCUMENTATION AS NEEDED.

I certify the costs identified, in line 2 above, are related to EMS Authorized positions and units and comply with the EMS Allowable Cost Standards contained in Pinellas County EMS Resolution 09-38. I certify that I have reviewed payroll registers, salary and benefit actual expenditures, actual relief staffing costs incurred to maintain continuous staffing of Authority authorized positions, and actual costs of supervision, fuel, maintenance and repairs and other allowable costs.

____

Signature and Date, Contractor's External Auditor

INSTRUCTOR REIMBURSEMENT FORM

Agency

CME Instructor Name

	Course Name (a)	Date	Start Time	Stop Time	Location	PCEMS Authorized Class Code (b)	Straight Time (ST) Overtime (OT) Backfill (BF)	Backfill Name (c)	Hours Worked (d)	Hourly Rate w/ benefits	Total Cost
1											$ -
2											$ -
3											$ -
4											$ -
5											$ -
6											$ -
7											$ -
8											$ -
9											$ -
10											$ -
11											$ -
12											$ -
13											$ -
14											$ -
15											$ -
								TOTAL Reimbursement Amount:			**$ -**

Print Name & Title ***Submitted By - Authorized Signature*** ***Date***

Notes:
(a) One Instructor per form
(b) Course Name (i.e. January CME, Public Education Class, EMS System Orientation, PHTLS, ACLS, TCCC, etc.)
(c) For reimbursement the class must be preauthorized by PCEMS through the issuance of an Authorized Class Code.
(d) First Name, Last Name of person covering - must be same rank or below.
(e) Actual Hours Worked - Up to 60 minutes for preparation/setup, breakdown, paperwork and travel for each Class.

07-11-17 C.Hare

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the proposal from Insituform Technologies, LLC. in the amount of $98,560.50 to repair damage to nine stormwater pipe and outlet locations.
Date:	September 19, 2017
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	Following Hurricane Hermine, Public Works identified eight locations where storm water infrastructure was damaged by the hurricane. FEMA has approved the locations as reimbursable projects. The ninth location is an emergency repair of ongoing damage that is threatening the outlet structure and private property which is not part of the FEMA package. All of the work is being done under the previously approved Stormwater System Repairs contract.
Funding:	CIP - Storm Water Repairs
Requested Motion:	"I move to approve the proposal from Insituform Technologies, LLC. in the amount of $98,560.50 to repair damage to nine stormwater pipe and outlet locations."
Attachments:	Proposal from Insituform Technologies, LLC
Reviewed by City Manager:	WS ________

Insituform Technologies, LLC

BID PROPOSAL

DATE: 7/12/2017

Bill to: City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Attn: Mr. Mike Clarke or Vicki Baker

St Pete Beach Storm Release #1

PO # 17-02363

SUBMITTED BY: Brandon Gerber
Project Manger
3016 US Highway 301 N Suite 900
Tampa, FL 33619

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT UNIT	QTY	DIA	CLEANING/ CCTVING AMOUNT	POINT REPAIR AMOUNT	ORIGINAL CIPP UNIT PRICE	CIPP LINING AMOUNT	ACTUAL FIELD QUANTITIES ACTUAL QUANTITY	ORIGINAL CIPP UNIT PRICE	AMOUNT
1	7801 Boca Ciega Drive	LF	142	24	$2,939.40	$13,574.50	$136.11	$19,328.00	143	$136.11	$19,464.11
2	650 79th Ave	LF	45	18	$769.50	$13,574.50	$234.62	$10,557.90	46	$234.62	$10,792.52
3	8400 Gulf Blvd	LF	160	12	$2,064.00	$13,574.50	$52.69	$8,430.70	163	$52.69	$8,588.78
4	7261 Bay Street	LF	180	12	$2,322.00	$13,574.50	$49.25	$8,865.70	180	$49.25	$8,865.70
5	271 South Julia Circle	LF	135	18	$2,308.50	$13,574.50	$104.89	$14,160.40	136	$104.89	$14,265.29
6	341 South Julia Circle	LF	140	15	$2,002.00	$13,574.50	$77.58	$10,861.60	already lined	$77.58	$0.00
7	5930 Bali Way North	LF	120	12	$1,548.00	$13,574.50	$63.01	$7,560.70	118	$63.01	$7,434.69
8	4500 Plaza Way	LF	125	18	$2,137.50	$13,574.50	$110.08	$13,760.20	132	$110.08	$14,530.77
9	300 South Julia Circle - added line not in origianl contra	LF	109	18					136	$107.49	$14,618.64
	Grand Total				**16,090.90**	**108,596.00**		**93,525.20**		**TOTAL**	**98,560.50**

St. Pete Beach City Commission
Agenda Report

Issue Considered: Request approval of the proposal from Cardno in the amount of $51,979.00 for Library Renovations Design including Package 2: HVAC and Package 3: Roof/Pre-Cast Wall under the Continuing Engineering Services Contract.

Date: September 19, 2017

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: Advanced Building Inspections performed a comprehensive building inspection of the City Library in September 2016. The report recommends a roof replacement with significant repairs to the Pre-Cast Walls and an investigation of the HVAC system to determine repair vs. replacement options. Cardno submitted a 3-Package proposal for design services which includes Package 1 for structural floor repairs. Staff reviewed Package 1 and finds that it requires further investigation and it is therefore not included in this request.

Funding: CIP Library Renovations

Requested Motion: "I move to approve the proposal from Cardno in the amount of $51,979.00 for Library Renovations Design including Package 2: HVAC and Package 3: Roof/Pre-Cast Wall under the Continuing Engineering Services Contract."

Attachments: Cardno Proposal
Inspection Report, Advanced Building Inspections, Inc.,

Reviewed by City Manager: WS
____

380 Park Place Blvd
Suite 300
Clearwater, FL 33759

Phone 727 531 3505
Phone 800 861 8314
Fax 727 539 1294

www.Cardno.com

August 14th, 2017

Mr. Mike Clarke
Public Works Department
City of St. Pete Beach
7581 Boca Ciega Dr.
St. Pete Beach, FL 33706-1839

Re: City of St. Pete Beach Continuing Contract for Professional Design Services
Task Order No. 1 – St. Pete Beach Public Library Restoration

Dear Mr. Clarke,

We are pleased to submit this revised proposal for Task Order No. 1 for the St. Pete Beach Public Library Restoration Project. This proposal includes preparation of architectural plans and construction documents as well as bidding and construction phase services for the library restoration. Please see the attached Scope of Services, staff hours and fee spreadsheet.

If you have any questions please let me know at my direct line below or via email at Ananda.Kelley@cardno.com.

Sincerely,

Ananda Kelley, PE

Structures Practice Group Manager
Direct Line (727) 431-1594

Enclosures

CC: File

CITY OF ST. PETE BEACH
SCOPE OF SERVICES FOR TASK ORDER NO. 1
ST. PETE BEACH PUBLIC LIBRARY RESTORATION

I. DESCRIPTION OF PROJECT

Professional design services are requested for renovations to the St. Pete Beach Public Library. An inspection of the library performed on September 23rd, 2016 noted deficiencies to the electrical, mechanical, and plumbing systems as well as a roofing system in need of replacement due to ongoing problems including water intrusion at the fascia/soffit around the perimeter of the building

II. SCOPE OF SERVICES

The consultant is to provide design repair plans complete for advertising for construction for the replacement of the air-cooled chiller, for the replacement of the roof, and for repair to the precast wall welded connections. The scope will be separated into three separate packages, each to be authorized individually by the City.

Package 1 – Settlement Repair in the NW Floor Slab (Structural)

The scope of work for Package 1 is repair of the settlement that was found in the NW corner of the floor slab by Advanced Building Systems, Inc., assessment report.

Package 2 – HVAC

The scope of work for Package 2 includes repair vs. replacement analysis of the air-cooled chiller.

Package 3 – Roof/PreCast Wall

The scope of work for Package 3 includes replacement of the roof and analysis and repair of precast wall welded connections.

All packages above will include the following phases at a minimum:

The **Existing Conditions/Investigation Phase** includes a visit to the site to review existing conditions and provide as-built drawings. This phase includes one (1) site visit.

The **Design and Construction Document Phase** includes completion of drawings and specifications suitable for public bidding (if necessary). This phase includes one (1) design meeting.

The **Bidding/Negotiation Phase** includes responding to bid questions and one (1) pre-bid meeting.

The **Construction Administration Phase** includes a pre-construction meeting, Shop Drawing review, Construction Observation, Field Reports and up to six (6) site visits for the architect, up to four (4) visit for the structural consultant and up to two (2) site visits for M/E/P.

III. SCHEDULE

See Attachment B

IV. A/E'S RESPONSIBILITIES

See Attachment B

V. CITY'S RESPONSIBILITIES

The City's responsibilities are to provide the A/E with construction plans for the library and access to the library for inspection.

VI. DELIVERABLES

Deliverables include two sets of 24" x 36" paper along with electronic copy of repair plans and construction cost estimate.

VII. A/E'S COMPENSATION

The A/E's Compensation is detailed in Attachment A. Each of the three separate packages will by authorized individually by the City and will be identified as separate lump sum amounts.

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City of St. Pete Beach
Task Work Order No. 1
St. Pete Beach Public Library
Attachment A / Engineering Services Fee Estimate

08/14/17
08:11 PM

TASK	DESCRIPTION	Principal $250	Project Manager $180	Senior Engineer $170	Designer $105	Clerical $70	TOTAL HRS	FEE
Package #1	**Settlement Repair in the NW Floor Slab (Structural)**						0	$0.00
	Existing Conditions/Investigation		2	2			4	$700.00
	Design & Construction Document Phase		8				8	$1,440.00
	Bidding & Negotiation Phase		4				4	$720.00
	Construction Administration Phase		4				4	$720.00
	Package #1 Subtotal							$3,580.00
	Package #1 Subconsltant Services							$54,756.00
	Package #1 PROFESSIONAL SERVICES TOTAL FEE							$58,336.00
Package #2	**HVAC**							
	Existing Conditions/Investigation		2	2			4	$700.00
	Design & Construction Document Phase		8				8	$1,440.00
	Bidding & Negotiation Phase		4				4	$720.00
	Construction Administration Phase		4				4	$720.00
	Package #2 Subtotal							$3,580.00
	Package #2 Subconsltant Services							$25,133.00
	Package #2 PROFESSIONAL SERVICES TOTAL FEE							$28,713.00
Package #3	**Roof/PreCast Wall**							
	Existing Conditions/Investigation		2	2			4	$700.00
	Design & Construction Document Phase		8				8	$1,440.00
	Bidding & Negotiation Phase		4				4	$720.00
	Construction Administration Phase		4				4	$720.00
	Package #2 Subtotal							$3,580.00
	Package #2 Subconsltant Services							$19,686.00
	Package #2 PROFESSIONAL SERVICES TOTAL FEE							$23,266.00

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MASON BLAU & ASSOCIATES, INC.

ARCHITECTS ▪ PLANNERS ▪ AA 0002779
4625 EAST BAY DRIVE, SUITE 228
CLEARWATER, FL 33764
727.530.0570 p
727.530.0672 f
WWW.MASONBLAU.COM

MBA Architecture for the Human Experience

March 6, 2017
April 10, 2017
June 13, 2017

Tom Burke PE
Project Manager
Engineering & Environmental Services Division
Cardno
Main +1 727 531 3505
380 Park Place Boulevard, Suite 300
Clearwater, FL 33759
Tom.Burke@cardno.com

Re: Proposal for Professional Services
St. Pete Beach
Public Library
Restrooms & Chiller
St. Pete Beach, Florida
MBA No. 17508

Dear Mr. Burke:

Mason Blau & Associates, Inc. would like to thank you for the opportunity to present this proposal for professional services regarding the above referenced project.

The scope of work is a repair vs. replacement analysis of the air-cooled chiller, replacement of the roof and analysis and repair of precast wall welded connections. Repair of the settlement that was found in the NW corner of the floor slab by Advanced Building Systems, Inc., assessment report.

All the packages below include the following phases at a minimum:

The **Existing Conditions/Investigation Phase** includes a visit to the site to review existing conditions and provide as-built drawings. This phase includes one (1) site visit.

The **Design and Construction Document Phase** includes completion of drawings and specifications suitable for public bidding (if necessary). This phase includes one (1) design meeting.

The **Bidding/Negotiation Phase** includes responding to bid questions and one (1) pre-bid meeting.

The **Construction Administration Phase** includes a pre-construction meeting, Shop Drawing review, Construction Observation, Field Reports and up to six (6) site visits for the architect, up to four (4) visit for the structural consultant and up to two (2) site visits for M/E/P.

It is our understanding the Owner would like 3 bid packages. The three (3) packages are as follows:

Package #1

Settlement Repair in the NW Floor Slab (Structural)	
➢ Existing Conditions/Investigation	$5,475.60
➢ Design & Construction Document Phase	$35,591.40
➢ Bidding & Negotiation Phase	$2,737.80
➢ Construction Administration Phase	$10,951.20
PROFESSIONAL SERVICES TOTAL FEE	**$54,756.00**

Package #2

HVAC	
➢ Existing Conditions/Investigation	$2,513.30
➢ Design & Construction Document Phase	$16,336.45
➢ Bidding & Negotiation Phase	$1,256.65
➢ Construction Administration Phase	$5,026.60
PROFESSIONAL SERVICES TOTAL FEE	**$25,133.00**

Package #3

Roof/PreCast Wall	
➢ Existing Conditions/Investigation	$1,968.60
➢ Design & Construction Document Phase	$12,795.90
➢ Bidding & Negotiation Phase	$984.30
➢ Construction Administration Phase	$3,937.20
PROFESSIONAL SERVICES TOTAL FEE	**$19,686.00**

NOTE: If Package #1 “Settlement Repair in NW Floor Slab (Structural)” is not done first then we will need to allocate some of the money in to Packages #2 & #3 as we intended to reuse some of the work in Package #1.

We anticipate the **Existing Conditions/Investigation Phase** to take approximately thirty (30) days to complete from Notice to Proceed. The **Design and Construction Document Phase** will take approximately sixty (60) days to complete from Notice to Proceed depending on owner review and approval. The **Bidding/Negotiation Phase** and award of the construction contract to take a minimum of sixty (60) days. The lead time on materials can take up to approximately one hundred twenty (120) days for a new chiller and the actual **Construction Administration Phase** to take a maximum of ninety (90) days to substantial completion.

Reimbursable expenses would be calculated at a multiple of 1.10 times the actual expenses incurred. Reimbursable expenses consist of consultant’s additional services, travel, long distance telephone calls, reproduction, postage, plotting, and any other expense incurred by the architect or his consultant regarding this project. We anticipate a budget of Nine Thousand Dollars ($9,000.00).

Typically, the following services are excluded: civil engineering, landscape architect, audio/visual design, food service, LEED consultant, signage, existing record drawings, and digitizing existing plans to generate AutoCAD DWG. files, code corrections outside of the project limits, detailed construction cost estimates, inventory of materials and equipment, and analysis of Owner operating cost. We have also excluded any environmental abatement necessary for this project.

I hope this proposal meets with your approval. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Robert H. Blau, AIA
Vice President

ACCEPTANCE:

____
Authorized Representative

RHB/tlf

Advanced Building Inspections, Inc.

INSPECTION REPORT

Client: City of St. Pete Beach, c/o Ian Wade
Inspection Address: 365 73rd Avenue, St. Pete Beach
Date: 9/23/2016
File Number: 92365

This is a report of opinions regarding a visual inspection of the readily accessible areas of this building, in accordance with the scope and limitations described on the back of this page, which are part of this Report and incorporated herein. Please read the Comments printed on each page and consult the inspector for an explanation of any aspect of this Report that you do not fully understand.

This report is in two parts. The main section provides descriptions, comments and recommendations regarding the various systems and components. Apparent defects are listed at the end of the report.

The contents of this report will not be discussed with any persons other than the client without the consent of the client. Permission to discuss the report with others will be assumed if copies of the report have been provided to them. Please call if you have any questions.

This report is for the use of only the client and, at the discretion of the client, others directly involved with the current purchase contract for the property. Use by others is not permitted and is in violation of copyright.

Advanced Building Inspections, Inc.

Ken Lloyd
State Certified Building Inspector #BN2053
ASHI Certification #32133
Florida Home Inspector License # HI1201

3131 49th Street North, St. Petersburg, FL 33710
(727) 323-3864 • Fax (727) 520-8467
www.advancedbuildinginspections.com

INSPECTION SCOPE AND LIMITATIONS

This inspection is being done for the purpose of alerting the customer to major, unconcealed deficiencies in the condition of the property. The inspection and report are prepared for the sole, confidential and exclusive use and possession of the CUSTOMER. The written report will include the results of an inspection of the following only:

- » Structure
- » Air conditioning
- » Heating
- » General exterior
- » Electrical
- » Insulation and Ventilation
- » Plumbing
- » Roofing
- » General interior
- » Estimates of some repair costs and system life expectancies.

It should be understood that this inspection will be of readily accessible areas of the building, is not technically exhaustive and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled. The Inspection shall be conducted in accordance with the American Society of Home Inspector's Standards of Practices, a copy of which is available to the customer upon request. Only a random sampling of multiple items, such as windows and electrical outlets, will be done. Items will not be inspected if they are not accessible due to being blocked by the current resident's possessions or if inspection could reasonably be expected to cause damage to the building or contents.

Maintenance and other items may be discussed, but they are not a part of our inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind nor does it address the suitability of the structure or components regarding their resistance to unusually high winds and other abnormal conditions or the existence of sinkholes. The inspection and report are not intended to evaluate the insurability of the property. The inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to petroleum products, radon gas, lead paint, asbestos, urea formaldehyde and toxic chemicals. Also excluded are inspections of and report on swimming pools, seawalls, wells, septic systems, security systems, central vacuum systems, water softeners or sprinkler systems and the presence of rodents, termites, and other insects unless otherwise agreed to.

Should the customer desire either an inspection of items or systems not included in this inspection, or a more technically exhaustive inspection, it is recommended that appropriate contractors be retained.

Estimates of life expectancies given in this report are based upon normal usage of typical systems of similar quality and operating conditions. Individual items and systems may fail and need repairs or replacement at any time. Life expectancy estimates are provided only for budgetary planning and as a general guide for determining the economic prudence of repair or replacement should problems arise.

THE INSPECTION AND REPORT ARE NOT INTENDED OR TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, INSURABILITY, PERFORMANCE, FITNESS FOR PURPOSE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM.

SUMMARY

The building is a single story library of approximately 9,000 square feet of heated space and 12,500 square feet under roof. It has a roof structure of steel joists on I-beams supported by steel columns, exterior walls of precast concrete (non-bearing) and a concrete floor slab. The building was constructed in 1967 and has had no major additions or modifications since that time.

The building is currently structurally sound and has only minor problems with the electrical, mechanical and plumbing systems and other miscellaneous items. However, the roofing system is at a stage where replacement is needed and there are major ongoing problems with water intrusion at the fascia/sofft around the perimeter of the building. The fascia/soffit issue has been an ongoing issue for many years, which has caused damage to the supporting members of the stucco soffit. As a result of neglecting to remedy the water intrusion problems, it is likely that costly soffit repairs or replacement are now necessary.

While destructive investigation will be needed to determine the necessary repair methods for roofing, fascia and soffit, the following are preliminary repair cost estimates based upon visible conditions:

	Low	High
Roofing (cost depends upon the extent of the damage to the roofing substrate)	$100,000.00	$150,000.00
Fascia	$40,000.00	$60,000.00
Soffit (depends on the extent of the underlying damage to the metal components)	$10,000.00	$60,000.00
Other miscellaneous repairs	$15,000.00	$30,000.00
TOTAL	$165,000.00	$200,000.00

Please note that these cost estimates do no include either recommended or desired upgrades relating to functionality or aesthetics.

GENERAL INFORMATION

Date: 9/23/16

Time: 9:00

Temperature: 85ºF

Weather conditions: partly cloudy

Special Limitations

» Only a representative sampling of the space above the ceilings were inspected.
» Testing/evaluation that would interfere with ongoing operations was not done.

STRUCTURE

The structural condition of the building is based upon a visual examination only. Since no destructive testing can be done, the condition of accessible structural components cannot be determined. Hairline cracks in walls and other cosmetic problems are only addressed in this report if they are indicative of an existing or potential problem.

STRUCTURAL DESCRIPTION

Foundation type: pilings

Floor structure: concrete

Exterior bearing walls: precast concrete

Roof / ceiling structure: steel joists on steel I-beams on steel columns

COMMENTS

» No major structural defects were noted.

» The exterior walls are not load-bearing. All of the roof structure is supported by steel columns. The walls are precast concrete in 6' sections. These walls are supported only at the ends by what appears to be piling caps (since no destructive investigation was done and building plans were not available, descriptions are based solely on observed conditions and probing with a steel rod). The panels are secured together by steel plates that are welded to steel plates that were embedded at the contact points at the top and bottom edges at the time of panel manufacture. Most of the welded plates now have severe rust or have rusted to the extent that they have fallen off. While the walls are not in imminent danger of failure, repairs are recommended. Some destructive investigation, including digging up the soil to expose and determine the type of support would be necessary. If still available, the original plans would be very useful in the investigation.

» Some of the welds where the bottom of the cantilevered sections of the roof joists connect to the I-beam were very poorly done, with the welds overheating and removing some of the connecting metal. While not in danger of failure and remedial measures are not recommended at this time, the reduced strength should be taken into consideration should any modifications to the roof and/or wall structure be made.

» Per the property appraiser's office, the building was constructed in 1967.

AIR CONDITIONING / HEATING

Air conditioning and heating systems are examined visually, by activating the heat (when possible) and by measuring the temperature differential of the cooling system. Systems are not dismantled and individual components cannot be tested. Should indications of possible defects be found, a licensed contractor should be hired to do a more exhaustive test of the system to determine the cause and possible solutions.

SYSTEM DESCRIPTION

Area Served: all

Cooling

System Type: chilled water

Age: 8

Capacity: 35.5 Tons

Temperature Differential: 15°F

Heating

Heat Type: electric heat strips

Medium: forced air furnace (air handler)

Capacity: 15, 15, 10, 4 & 3.5KW

Age: 8

COMMENTS

» The air conditioning system is operating within normal parameters, but there are some minor problems with condensation/leaking of the chilled water piping. See the Defects section of this report.

» The air conditioning system is a chilled water system. This system operates similarly to a standard residential system where an air handler ("furnace") blows air across cooled refrigerant piping, except the air blows across pipes with water that has been cooled by the refrigerant piping. This type of system provides greater efficiency and control in larger buildings. These systems generally last up to about 30 years, so replacement of this system should not be necessary for 12 to 22 years. The need for repairs generally increases over time. The need for replacement is based upon the negative value of unreliability and the increasing operating/repair costs exceeding the cost of replacement. These decisions are therefore subjective.

» The conditioned air returns to the air handler through the space between the ceiling tiles and the roof. Since the roof has little insulation, this is not a highly efficient method. However, the inefficiency would not justify the high cost of installing a return air duct system.

» Based upon service records that were available, the system has required somewhat more repairs than would normally be expected for a system of this type and age. However, this does not indicate an inherent problem with the system and no replacement, upgrades or modifications are recommended.

» The measured water temperature differential (the different between the water temperature entering and leaving the air handler) was 15 degrees at the time of the inspection. These temperatures can vary substantially depending on zones being used, system design, interior humidity and other factors. However, the measured differential was within generally accepted norms.

» The building has multiple zones, each with its own thermostat, duct and electric heat strips. Temperature measurements in different areas were found to be consistent, indicating that the system is properly balanced.

» The circuit breakers that supply the electric heat strips were turned off prior to the inspection. This, combined with the time of year and building usage, indicates that the electric head had been unused for an extended period of time. Turning on electric heat strips after long periods of non-use can result in accumulated dust and debris burning on startup, which produces some smoke and strong odors. While this is not dangerous, it can cause smoke detectors to activate and customers to become alarmed. The heat was therefore not tested. It is recommended that the heating be tested during normally schedule maintenance.

PLUMBING

The plumbing system is inspected by an examination of visible components and by the testing of faucets, fixtures, water heater, tubs and sinks. The inspection is for the purpose of determining safety and function only. As with all systems included in this report, code compliance is not inspected for.

Water Service: public

Main valve: at water meter

Supply Pipes: mostly copper, some galvanized iron

Drain Pipes: cast iron

Water heater **Type:** electric
Size: 30
Age: 2

Bathtub: none

Shower Stall: none

Bathroom ventilation: exhaust fans

COMMENTS

» The plumbing system is in satisfactory condition for its age. No significant defects were noted.

» Some of the supply piping is galvanized iron. Galvanized water supply pipes rust from the inside out and may have to be replaced within 40-50 years. Since the galvanized piping in this building is now has not been in general use for 40+ years, repair or replacement of any existing galvanized pipes should be expected at any time. It should be noted that some insurance companies will not provide a homeowner's policy to houses with this type of piping.

» Some plumbing faucets and fixtures are at an age where replacement or repairs could become necessary at any time.

» Most of the supply piping is copper. Copper supply pipes have a long life expectancy and may last as long as 70-80 years or more before needing to be replaced. However, factors such as water hardness, minerals, soil conditions, lightning strikes may greatly decrease the life span.

» Drain/waste/vent piping is cast iron. Cast iron drain pipes have a life expectancy of 70+ years. Buried or inaccessible drain pipes are not inspected.

ELECTRICAL

The electrical system is inspected by an examination of visible components and by the testing of a random sampling of accessible outlets, switches and fixtures. The inspection is for the purpose of determining safety and function only. As with all systems included in this report, code compliance is not inspected for.

SYSTEM DESCRIPTION

Service amps: 400 @ 120/208Volts, 3-phase Wye

Service entrance: underground

Disconnecting means: mostl circuit breakers

Main panel location: in utility room

Sub-panel location: in utility room, in break room

Expansion capability: there is limited room for expansion

Ground fault interrupters: no

Smoke detectors: no

Arc-fault protection (bedrooms): No

Conductors: copper

Wiring: single conductors within conduit

COMMENTS

» The electrical system is in generally satisfactory condition for its age and type, but some damaged and deteriorated components were observed. See the Defects section at the end of this report.

» Most of the electrical disconnecting means and overcurrent protection is circuit breakers. However, fuses were used for the air conditioning chiller unit. This is common practice since fuses are less convenient than circuit breakers (difficult/costly replacement versus simple resetting after overcurrent conditions), they are much more reliable and provide better protection for expensive and/or sensitive equipment.

» Some inoperative florescent light fixtures were observed. It was presumed that these fixtures just needed lamp or ballast replacement, which is considered normal maintenance and is not listed in the Defects section of this report.

» There are no ground-fault interrupters (outlets or circuit breakers that turn off automatically should certain dangerous conditions exist).   To provide additional safety, it is recommended that ground-fault interrupting devices be installed at all outlets that are outdoors or within 6' of a sink.

» Low voltage systems (such as telephone and computer wiring) were not tested.

EXTERIOR

The building exterior and grounds are examined visually only. Defects that are cosmetic only are not addressed. In addition to the items below, the following items are also inspected (if applicable): doors, exterior trim, garage door and opener, soffit, fascia, fencing, grading, retaining walls, steps, railings, decks, patios, balconies.

DESCRIPTION

Wall Finish: precast concrete with embedded stone

Soffit/Fascia: stucco / precast panels with embedded stone

Driveway: asphalt

Sidewalk: concrete

Irrigation System: automatic system

Gutters: none

Covered Parking: common open lot

COMMENTS

» See the Defects section at the end of this report.

» The exterior wall panels are only supported at the sides (spaced 6' apart), with the remainder of the panels unsupported. There are some spaces between the ground and the bottom of the panels. There are also spaces between panels and between the concrete floor slab and the panels. Each of these spaces allows insects and bugs to enter the building from the outside. Poor caulking around the glass at the top of the wall panels also may be allowing insect entry. Based upon visible evidence, infestation has been an ongoing issue. Since sealing the spaces would not be practicable, it is recommended that a pest control company be consulted regarding treatments to prevent infestation.

» The irrigation system has been shut down for an extended period of time. Although not tested, missing/damaged sprinkler heads indicate that repairs are necessary. Since the vegetation appears to be adequately surviving, an operational system appears to be unnecessary and repairs are not recommended.

» There are 23 parking spaces, two of which are accessible. Since there are fewer than 25 spaces, only one was required to be accessible.

» The inspection of any vegetation pertains only to their affect on the building. The inspection does not address the condition of trees, lawns, shrubs or other plantings.

ROOFING

The roofing inspection is visual only and concealed components are not inspected. Life expectancies are approximations. It is not possible to be exact, but an effort is made to be as exact as possible based on the visible evidence. Expected roofing life is only general since roofs often last more or less time than expected depending on quality of workmanship, materials used and other factors. Maintenance and repairs may be needed during the life of the roof.

DESCRIPTION

Roofing type: built-up with stone cover

Area covered: all

Life expectancy (in years): 0

Inspected from: on roof

COMMENTS

» See the Defects section at the end of this report.

» Even with repairs, this roofing system is at the end of its useful economic life. Costly repairs are unlikely to be economically prudent.

» As the inspection was non-destructive, no roof system core samples were taken. The cross-section of the roofing system is therefore unknown. Core sampling would be recommended prior to designing/specifying an appropriate replacement system. However, typical replacement costs for a roof of this type (assuming use of a recover board and TPO or other single-ply roofing system) would be about $7.00 per square foot. With an estimated roof area of 12,500 square feet and about 15% in substrate repairs and specialized perimeter flashing, this would result in a replacement cost of approximately $100,000.00. The cost could be substantially higher if the substrate is extensively damaged.

» Proper remedying of the fascia water intrusion and damage issue note in the Defects section of this report would require installation of a flashing system that covers the top of the fascia. Such a system would need to be incorporated into the roofing system, which would require substantial modifications to the entire perimeter of the roofing system. This is an additional factor that would support roofing system replacement at this time.

» The roofing system consists of multiple layers of asphalt saturated felts that are hot-mopped onto the roof substrate. The roofing is surfaced with stone, most of which is embedded into a flood coat of asphalt. A good commercial grade built-up roofing system of this type has a normal economic life expectancy of 17 to 22 years.

» Life expectancies are merely estimates of the remaining economic life of the roofing and are based upon the visible condition of the roofing and normal life expectancies from the South Florida Roofing and Sheet Metal Contractors Association. Roofs may develop leaks during their remaining life. However, such a roof can typically be repaired and give generally satisfactory service within the limits of its age.

MISCELLANEOUS

The building interior, attic and crawl space are examined visually only. Only accessible areas of attics and crawl spaces are inspected. Defects that are cosmetic only are not addressed. In addition to the items below, the following items are also inspected (if applicable): fireplaces; doors; stairways and railings.

INTERIOR

Windows: fixed glass

Walls: concrete, gypsum board (drywall)l

Ceilings: acoustic tile

ATTIC/CRAWL SPACE

Attic Access: via removal of ceiling tiles

Attic ventilation: none

Attic insulation: Area - all
Type - none
Thickness (average) - not applicable
R value (average) - not applicable

Crawl space: none

COMMENTS

» The general condition of the interior is satisfactory relative to its age and type.

» This building was designed to have some thermal resistance built into the roof and walls, but no insulation was installed above the ceiling or in the walls. Since there were no energy efficiency requirements at the time of construction, this was acceptable practice. Due to the high cost of adding insulation and the inherent thermal resistance, adding insulation would not be economically prudent.

» There is an old 2-burner cook-top in the employee lounge. While operational, placement of the unit and pushbutton switches are such that the burners could be easily turned on accidentally. As it was reported to be unused by employees, consideration should be given to removing the unit.

» Determination of the existence of hazardous materials is beyond the scope of this inspection and report. However, based upon the age of the building and unless previous testing/remediation has been done, it is possible that some lead-based paint and/or asbestos products exist. Evaluation for such substances is recommended prior to performing any renovations.

» Cosmetic items (such as small holes in interior surfaces, mars on flooring, etc.) are not mentioned in this report unless the problem is indicative of an ongoing or functional problem.

DEFECTS

The following is a list of some of the items requiring possible repair or replacement and some estimated repair costs. This list contains only those items with apparent structural, functional or safety problems and is not intended to determine which items may need to be addressed per the contractual requirements for the sale of the property.

Estimates given are based upon repairs to the visible evidence only and the work being done by appropriately licensed contractor. For a more precise estimate a contractor should be consulted. Since Advanced Building Inspections, Inc. is not acting as a contractor and prices may vary according to the contractor chosen and the quality of the work, these estimates are not to be construed as an offer to make repairs and Advanced Building Inspections, Inc. assumes no liability for their accuracy. These estimates should not be used to determine compensation due per a real estate purchase contract.

Air Conditioning

» There are several areas where rusty water is coming out of the insulation around the chilled water pipes. This indicates at condensation problem on the piping that can result in premature failure of the piping. The company that maintains the system should evaluate and repair as necessary.

Electrical

» The conduits that supply and support the irrigation system electrical receptacles at the south side of the building are rusted through and have fallen over. This can result in short circuiting.

» The cover of the circuit breaker panel at the east side of the utility room is falling off. This is a shock hazard and is due to missing and damaged attachment hardware.

» The Wiremold (decorative surface-mounted electrical conduit) at the east entry doorway is damaged. This is a shock and short-circuit hazard. Also, the cover plate is missing at the receptacle at the end of this conduit.

» The weather covers are missing from an exterior receptacle plate at the east side of the building.

Exterior

» There is an ongoing water intrusion problem at the precast concrete fascia panels around the upper perimeter of the building. Water is leaking at the top of the panels as well as at the seams that are under the unsealed seam covers. This has been a long-term ongoing problem that has resulted in water accumulating on and running across the stucco soffit. This water has caused damage to the metal components that support the stucco and has drained into the building interior at times.

Two remedial measures have been taken in the past. The first is the installation of metal roof flashing that extends over the top of the fascia. However this repair was only done in a short section at the east end of the south wall and the metal does not extend over the fascia seam covers, thereby allowing water to leak into the seams. The second remedy was placement of a wood board under the fascia panel to act as a drip edge that prevents water from running under the soffit. However, this repair was ineffective since the water issue is leaking through and above the panels. Some water intrusion through the face of the panels is also occurring.

While proper repairs could be performed in different ways, it is recommended that repairs include installation of roof flashing that extends over the top of the fascia (including joint covers), caulking/sealing of the joint covers and application of a clear sealant over the outside of the fascia panels. The cost of proper repairs should be expected to range from $40,000.00 to $60,000.00.

To determine an appropriate repair for the damaged soffit, some destructive investigation will be necessary to determine the extent of the damage to the metal stucco support components. Repair costs will vary dramatically depending on the extent of the damage and could be expected to range from $10,000.00 surface damage only to over $60,000.00.

» The double doors at the south entry scrape against the jamb and head and their hinges are in poor operating condition. This makes the doors excessively difficult to operate. Since these doors are part of the means of emergency egress, proper operation is necessary. Grinding/lubrication/adjustment of the doors should be expected to cost from $500.00 to $1,000.00 and may provide a satisfactory remedy, but may result in the need for ongoing maintenance and/or repairs. Door replacement should be expected to cost from $6,000.00 to $7,500.00.

» Although there is a handrail at the center, there are no handrails at the sides of the stairs at the south entry. The Life/Safety code requires handrails exist at both sides of the stairs. Compliance with this code is at the discretion of the Fire Marshall, so repairs would be required only upon the marshal's direction. However, the lack of such direction would not eliminate the substantial liability that could exist should a person trip or fall while navigating a stairway without a proper handrail system. The cost of installing rails would vary widely depending on the type used, but a typical cost of about $3,000.00 could be expected.

» A tree branch has broken and fallen onto the roof at the south side of the building. The branch needs to be removed.

» The concrete has broken away in two places where the accessible ramp handrail is embedded. This weakens the rail. The cost of repairs will depend upon the quality of finished work that is desired.

» A hole in the utility room exterior door will allow rodents to enter.

» Many of the steel plates that are welded to the bottom of the exterior wall sections have rusted to the extent that they have failed. This condition is not an imminent structural problem, but these plates were designed to connect the precast wall sections together and to the foundation. Some destructive investigation, including digging up the soil to expose and determine the type of support would be necessary. If still available, the original plans would be very useful in the investigation. The cost of repairs can vary widely depending on the extent of the damage and the required repairs, but a minimum cost of around $10,000.00 could be expected if there is minimal damage to the hidden components.

<u>Miscellaneous</u>

» Although beyond the scope of this report, it was noted that the property is not in compliance with some requirements of the Americans With Disabilities Act. Although specific requirements for upgrading are somewhat ambiguous and interpreted by governmental authorities, the following items could be considered to be "readily achievable" and therefore be required to be brought into compliance with the requirements of the Act: there is a handrail on only one side of the accessible entrance ramp on the east side of the building (rails are required on both sides when ramp rise is greater than 6"); there is no "van accessible" parking space (a wider parking space with a designated walkway). The failure to make "readily achievable" accommodations can result in costly litigation and payment of plaintiff's legal expenses.

Roofing

» Evidence of leaking was observed in multiple locations of the roofing system. Depressions and soft spots found while walking on the roofing surface indicate leaking with some substrate damage. Even with repairs, this roofing system is at the end of its useful economic life and costly repairs are unlikely to be economically prudent. Current replacement would also be recommended as part of a remedy for the fascia water intrusion problem noted in this report.

Core sampling would be recommended prior to designing/specifying an appropriate replacement system. However, typical replacement costs for a roof of this type (assuming use of a recover board and TPO or other single-ply roofing system) would be about $7.00 per square foot. With an estimated roof area of 12,500 square feet and about 15% in substrate repairs and specialized perimeter flashing, this would result in a replacement cost of approximately $100,000.00. The cost could be substantially higher (possibly around $150,000.00) if the substrate is extensively damaged.

General views of the building exterior

General views of the building exterior

Examples of damage at underside of soffit

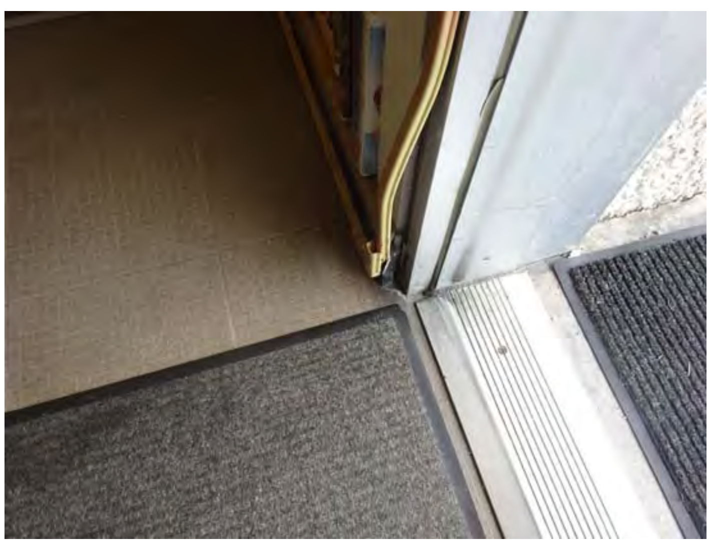
Examples of water stains on interior sides of fascia panels




Examples of damage to metal supporting soffit stucco

Examples of rusted and missing steel wall connecting plates.

Examples of rusted and missing steel wall connecting plates.
Also note gaps under wall where bugs and insects can enter.



Top: Broken electrical conduits
Center: Circuit breaker panel cover detached
Bottom: Damaged surface-mounted electrical conduit

Examples of condensation leaking from chilled water piping insulation

Top: No handrails at sides of stairway
Center: Concrete broken at handrail embedment and no rail on other side of ramp
Bottom: Tree branch on roof

St. Pete Beach City Commission
Agenda Report

Issue Considered:	Request approval of the proposal for City wide Holiday Decorations in the amount of $39,283.50 from Clark Sales Display, Inc.
Date:	September 19, 2017
Prepared By:	Mike Clarke, Public Works Director
Through:	Wayne Saunders, City Manager
Summary of Issue:	Clark Sales Display, Inc., has a contract with the City of Treasure Island which St. Pete Beach can piggyback. City wide Holiday decorations include a tree and decorations in Horan Park, tree wraps on Gulf Blvd., and decorative pole mounts and lamp post wraps throughout the City.
Funding:	Public Works – Holiday Decorations
Requested Motion:	"I move to approve the proposal for City wide Holiday Decorations in the amount of $39,283.50 from Clark Sales Display, Inc."
Attachments:	Clark Sales Display, Inc. Proposal
Reviewed by City Manager:	WS ________

CLARK SALES DISPLAY, INC.

"THE CHRISTMAS PEOPLE"

POST OFFICE BOX 1007
TAVARES, FLORIDA 32778
1-800-962-7937/ 352-343-5899 / FAX: 352-343-0194
WWW.CLARKSCHRISTMAS.COM

PROPOSAL

SALES ~ LEASE ~ INSTALLATION

ST. PETE BEACH, CITY OF
City wide decorations.

JOB NAME / LOCATION
Trish White
Public Services
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839
PH: 727.363.9243
FAX: 727.367.2736

Date 8/23/2017

Questions? Please call Lee C. Clark

Quote Expires on: 9/12/2017

Quote Number: 170096 ST PETE BEACH 2017rev

Qty	REF.	Description	Price	Extend
1	5 YEAR	THE LEASE, INSTALLATION, REMOVAL, AND STORAGE OF THE FOLLOWING HOLIDAY DECORATIONS:FIVE YEAR LEASE 2017, 2018, 2019. 2020, AND 2021. (ITEMS ARE PRICED PER YEAR) PIGGY BACK ON THE CITY OF TREASURE ISLAND CONTRACT NUMBER CP-1617-12	$0.00	$0.00
14	ELITE POLES	FOLLOWING CUSTOMER SELECT ELITE POLE MOUNT CATEGORY: 14- P163- 8' TOY SOLDIER (LED)	$285.00	$3,990.00
13	TRADITIONAL POLE	FOLLOWING CUSTOMER SELECT TRADITIONAL POLE MOUNT CATEGORY: 13- 6' T DOUBLE FRAME CANDY CANE (LED)	$190.00	$2,470.00
26	PREMIER POLES	FOLLOWING CUSTOMER SELECT PREMIER POLE MOUNT CATEGORY: 13- P128 HALO CANDLES 13- P331 WREATH WITH BOWS STREETS TO BE DECORATED WITH POLE MOUNTS: BLIND PASS RD FROM 75TH STREET NORTH TO BRIDGE & 75TH AVE FROM BRIDGE TO GULF BLVD ** NOTHING INSTALLED ON GULF BLVD *** Less 15% discount on pole mount decor	$235.00	$6,110.00 ($1,885.50)
		THE FOLLOWING POLE TRIMS TO PLACED IN SAME AREAS AS PAST YEARS: **GULF WAY & PASS A GRILLE WAY AREA, COREY BLVD**		
140	LAMP	25' GREEN POLE TRIM SPIRALED DOWN SMALL LAMPPOST WITH A 2- 24" LARGE RED VINYL AFFIXED TO THE TOP **24- MEDJOOL PALMS LOCATED IN THE MEDIANS ON GULF BLVD STARTING SOUTH OF 75TH STREET, TO BE WRAPPED WITH THE FOLLOWING:** **50' - 9" RED GARLAND TRIMS WITH 2- GOLD GLITTER BOWS**	$88.00	$12,320.00
24	TREE WRAP RED	50' - 9" RED GARLAND TRIM TO BE WRAPPED ON THE MEDJOOL PALMS., WITH 2 -24" GOLD GLITTER BOWS POSTIONED AT THE TOP TO FACE ON COMING TRAFFIC IN EACH DIRECTION. **HORAN PARK TREE:**	$146.00	$3,504.00

Qty	REF.	Description	Price	Extend
1	SSPT 18	22' PANEL TREE INCLUDING 4' STAR TOPPER DONE IN NATURAL BRANCH GARLAND COMPLETE WITH OVER 935 C7 LED LIGHTS 306 TRADITIONAL COLORED ORNAMENTS 4"-8" IN SIZE 4' 3D TREE TOPPER BASE SIZE IS 10' IN DIAMETER	$5,500.00	$5,500.00
1	**SSTL 48 49**	**ANIMATED SANTA SLEIGH W/ 4 REINDEER 58' X 15' LED**	**$2,875.00**	**$2,875.00**
1	SSTL 48	11' W X 8' T ANIMATED SANTA W/SLEIGH (1450 WATTS / 13 AMPS)	$0.00	$0.00
4	SSTL 49	10' W X 14' T ANIMATED REINDEER IN FLIGHT (1125 WATTS / 10 AMPS EACH)	$0.00	$0.00
		**** NEW FOR 2017 **** **LAMPS ON BAYWAY**		
50	LAMP	25' GREEN POLE TRIM SPIRALED DOWN SMALL LAMPPOST WITH A 2- 24" LARGE RED VINYL AFFIXED TO THE TOP	$88.00	$4,400.00
1	INFO	DECORATIONS WILL BE INSTALLED IN NOVEMBER, AND REMOVED TO OUR STORAGE FACILITY IN JANUARY. WE DON'T DO MID SEASON SERVICE UNLESS DANGEROUS CONDITIONS APPLY AND THEY WILL BE CORRECTED AS SOON AS POSSIBLE. WE ARE IN THE DISPLAY BUSINESS ONLY, AND DO NOT DO ANY ELECTRICAL WORK OTHER THAN PLUGGING INTO EXISTING OUTLETS. THIS ALSO INCLUDES THE RESETTING OF GFCI BREAKERS THAT POP DUE TO MOISTURE, RAIN, SPRINKLERS, ETC. ** ALL TREE LIGHTING WILL BE INSTALLED IN SEPTEMBER OR OCTOBER FOR A NOVEMBER PLUG IN**	$0.00	$0.00
		TAX		
		TOTAL ANNUAL LEASE		$39,283.50

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.it is acknowledged and agreed that by signing this proposal a contract will thereafter exist between the parties the terms of which contract will be those described in this proposal

Signature:____

Signature:____

Name:______________________ Title: _______________

Date of Acceptance:__________________________________

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKES ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

St. Pete Beach City Commission
Agenda Report

Issue Considered:	City Clerk Compensation
Date:	September 19, 2017
Prepared By:	Rebecca C. Haynes, City Clerk
Prepared Through:	Wayne Saunders, City Manager
Summary of Issue:	The City Clerk, Rebecca Haynes, has been employed with the City since May 11, 2011. The employment agreement (effective October 1, 2016) provides for an annual Commission review and consideration of compensation.
Funding:	001-5101-512-5120
Requested Motion:	"I move to authorize the Mayor to execute an employment agreement setting the City Clerk's compensation at $____________________, effective October 1, 2017.
Attachments:	Employment Agreement
Reviewed by City Manager:	WS _______

CITY CLERK EMPLOYMENT CONTRACT

THIS CONTRACT (hereinafter "Contract") is made and entered into on the ~~12th~~ 12 Sept 2017 day of ~~April, 2016~~ ("Effective Date"), by and between the City of St. Pete Beach, Florida, a Florida municipal corporation, (the "City") and Rebecca C. Haynes, an individual, ("Employee" or "City Clerk") pursuant to the following terms and conditions:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Clerk as provided by Sec. 3.09 and Article IV of St. Pete Beach City Charter ("City Charter"); and

WHEREAS, Sec. 4.05 of the City Charter gives the city commission sole authority to hire the city clerk, and sole authority to discipline or discharge the city clerk.

WHEREAS, Sec. 4.05 of the City Charter mandates that the city clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the city commission and shall carry out such additional duties as may be required by the commission; and

WHEREAS, Sec. 2-134 of the City Code of Ordinances establishes that the city commission shall have the sole and exclusive authority to hire, to terminate and to discipline the city clerk; and the city manager shall be entitled to recommend to the city commission that the city clerk be disciplined or terminated; but thereafter, the commission shall determine if it wishes to follow said recommendation; and

WHEREAS, Employee has been employed by the City in the capacity of City Clerk since May 16, 2011 without an Employment Contract between the parties; and

WHEREAS, the City desires to provide certain benefits and to establish certain conditions of Employee's employment; and

WHEREAS, Employee desires to continue employment as City Clerk pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

The above recitals are true and correct and are incorporated herein by reference. This Contract supersedes any previous Contract that may or may not exist between the Parties whether verbal, oral, implied or in writing.

ARTICLE I
TERMS AND CONDITIONS - THE CITY

1 .0 The City agrees as follows:

1.1 The City hereby appoints Employee as its City Clerk to exercise responsibilities and duties consistent with the terms, conditions and covenants of the Personnel Policies and Regulations, and the City Charter. Further, Employee shall be subject to the general direction, supervision and orders and the overall responsibility to the legislative, statutory duties and secretarial support needs of the City Commission, and with collaboration and assistance of the City Manager. Employee agrees to accept appointment as City Clerk and agrees to exercise Employee's best efforts in performing said duties.

$72,000.00

1.2 The City will pay and compensate the Employee the sum of $ ~~64,477.68~~ for the first year of this Contract, retroactively to the start of fiscal year 2015-16. Each subsequent year for the term of this Contract, the City Commission and City Manager shall undertake to review the Employee's performance hereunder, no later than September 30th of each year. The City Commission may grant a salary increase that it deems appropriate, following the annual review.

1.3 To provide Employee with the same insurance benefits, educational enrichment benefits, holidays, sickness and other leave benefits, accrual of and taking of paid time off (PTO) benefits, three (3) personal days, disability benefits and pension plan benefits, as established by the City's Personnel Policies, and other management benefit plans for City Department Directors.

1.4 To contribute an amount equivalent to 12% of Employee's salary to Employee's existing 401 Account, or as provided for other City Department Directors.

1.5 That the Employee is not subject to a limitation on PTO hours.

ARTICLE II
TERMS AND CONDITIONS - CITY CLERK

2.0 The Employee agrees as follows:

2.1 To continue employment by the City in the capacity of City Clerk of the City, subject to the overall direction, supervision and orders, and the overall responsibility to the legislative, administrative and statutory duties of the City Commission.

2.2 Notwithstanding the overall legislative, administrative and statutory duties of the City Commission, the parties agree that the City Manager shall have day-to-day supervision of Employee on equal terms as other City Directors. In addition to Employee's responsibilities referenced in 2.1 above, Employee agrees to fulfill the duties and responsibilities expressed in the City Charter and current 'City Clerk' job description, as amended from time to time by mutual consent of the Parties, maintained by the City's Human Resources office. If Employee and City Manager require resolution of opinions regarding Employee's duties as City Clerk, they shall seek resolution from the City Commission at a public hearing during their respective reports to the City Commission.

2.3 Employee shall fulfill the obligations and responsibilities that are customarily attributed to the position and title of City Clerk, shall perform all of the duties, work services and functions as set forth in the City position description for the position City Clerk and in this Contract. The Employee warrants that she possesses the requisite skills and background to perform as required hereunder.

2.4 The Employee shall coordinate and administer an adequate plan for the control and supervision of the City Clerk's office and shall serve as a City Department Director and perform the customary duties of this office. Employee and City Manager shall collaborate regarding appropriate budgeting of the City Clerk's Office; Employee shall have day-to-day supervision of the Clerk's Office; and the City Manager shall have the authority to hire and terminate staff of the Clerk's Office, after consultation with Employee.

2.5 That the position of City Clerk is not and cannot be an hourly-type employment. Hence, the Employee shall do all things necessary and required to be available to the City to attend various meetings of the City Commission and its various advisory, and charter established boards in addition to all other administrative and employment requirements. The City shall provide a Deputy Clerk to assist the City Clerk in the performance of duties.

ARTICLE III
TERM AND TERMINATION

3.0 Notwithstanding the authority granted to the City Commission by the City Charter, this Contract shall be automatically extended on the same terms and same conditions as herein provided for an additional period of one (1) year ("Renewal Term"). The Renewal Term of this Contract shall start on the first day of each fiscal year. Said Contract shall continue thereafter for periods of one (1) year unless either party hereto gives written notice sixty (60) days prior to the expiration of the applicable Renewal Term. Upon mutual written agreement of both parties, the length of the Renewal Term(s) may be modified.

3.1. In the event the Employee elects to voluntarily terminate this Employment Contract prior to the expiration date, Employee shall provide the City with not less than sixty (60) days written notice to the City Commission and City Manager indicating Employee's intention to discontinue employment.

3.2 In the event the City elects to terminate or not renew this Contract for any or no reason prior to the expiration hereof, the City shall pay to the Employee severance pay at an equal amount as other City Department Directors and more specifically expressed in the City's "Personnel Rules and Regulations," to wit "Section 4.04(B): Employees who have served in a position covered by Section 1.01(B) for more than three hundred sixty-five (365) consecutive days whose employment with the City is terminated will, subject to Subsections 4.04(C) and (D), be paid severance pay of one (1) week's pay for each year of continuous employment with the City but not less than eight

(8) weeks nor more than twenty-six weeks." For purposes of this section, Employee's employment start date at the City is May 16, 2011.

However, in the event the Employee is terminated because of Employee's conviction of any illegal act or upon her voluntary resignation then the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. An "illegal act" for purposes of this Contract, shall mean felony or crime involving moral turpitude or dishonesty; upon a finding that Employee committed an ethical violation by a court, administrative proceeding, the State of Florida Ethics Commission, or other body or court of competent jurisdiction; or upon other actions constituting gross misfeasance, malfeasance, gross incompetence, or illegal act involving personal gain in conjunction with Employee's position as City Clerk.

3.3 In addition to the above, the parties may terminate this Contract at any time and on any agreed basis by mutual consent of both parties provided same is reduced to writing and filed amongst the public records of the City.

ARTICLE IV
NOTICE

When any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

<u>CITY:</u>
Mayor and City Council
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

<u>EMPLOYEE:</u>
Rebecca C. Haynes
City Clerk
155 Corey Avenue
St. Pete Beach, FL 33706

ARTICLE V
MISCELLANEOUS

5.0 The text herein shall constitute the entire Contract between the parties. This Contract may only be amended in writing signed by both parties.

5.1 Florida Law: This Contract is executed and is to be performed in the State of Florida, and shall be governed by and construed with the laws of the State of Florida. Venue for any legal action shall be set in Pinellas County, Florida.

5.2 Litigation: In connection with any litigation arising out of this Contract including any administrative, trial level or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney fees.

5.3 Severability/Integration: If any clause, section or other part or application of this Contract shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, we, the parties, have hereunto set our hands and have executed this Contract on the Effective Date.

ATTEST:

____
Wayne Saunders, City Manager

CITY OF ST. PETE BEACH:

____
Mayor Maria Lowe

EMPLOYEE:

____
Rebecca C. Haynes

Approved as to form:

____
City Attorney

St. Pete Beach City Commission
Agenda Report

Issue Considered: Resolution 2017-08: Authorizing participation in the Florida Cooperative Liquid Assets Securities System, a local government investment pool, via interlocal agreement with other governmental participants for the purpose of exercising investment power jointly to invest funds in concert with other participants; and providing for an effective date.

Date: September 19, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: Staff is requesting authorization to diversify the City's cash and investment portfolio by establishing new accounts with authorized local government investment pools. The Florida Cooperative Liquid Assets Securities System ("FLCLASS") is a local government investment pool established pursuant to Florida Statutes s. 163.01 and 218.415, which invests in short-term, highly liquid securities and is an eligible investment under the City's current investment policy.

FLCLASS fund summary:

- Stable net asset value fund ($1.00/share)
- Rating per S&P: AAAm (highest fund rating)
- Approximate balance: $1,200,000,000
- Yield as of August 29, 2017: 1.23%
- Daily liquidity
- No minimum investment balance

Authorization provides staff the discretion to re-balance the City's portfolio. The City is not obligated to any financial actions or minimum investment upon approval.

Requested Motion: "I move to approve Resolution 2017-08."

Attachment: Resolution 2017-08

Reviewed by the City Manager: WS

RESOLUTION 2017-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA AUTHORIZING PARTICIPATION IN THE FLORIDA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM, A LOCAL GOVERNMENT INVESTMENT POOL, VIA INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Pete Beach 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 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 multipurpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a “Local Government Entity” or “Entity”), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately; and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the City of St. Pete Beach, together with other local government entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, Palm Beach County, Pinellas County, and Orange County Tax Collector, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the “Interlocal Agreement”), the purpose of which is to provide the City of St. Pete Beach 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 described in Section 218.415, Florida Statues, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the City of St. Pete Beach 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 be 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 of safety and liquidity.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: 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 Three: Pursuant to Section 2.4 of the Interlocal Agreement, the City of St. Pete Beach hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The City of St. Pete Beach further agrees to file an executed copy of this Resolution with the Clerk of Court of Pinellas County, Florida.

Section Four: This Resolution shall take effect immediately upon its filing with the Clerk of Court of Pinellas County, Florida.

Passed this ____ day of ____________________, by the City Commission of the City of St. Pete Beach, Florida.

* * * * *

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

RESOLUTION 2017-08

EXHIBIT A



An Investment Solution for Public Funds

Interlocal Agreement

FLCLASS™

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Michael L. Watkins, Esq.
Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, Florida 32801

INTERLOCAL AGREEMENT

of the Intergovernmental Investment Pool known as
Florida Cooperative Liquid Assets Securities System (**"FLCLASS"**)

Dated as of April 1, 2015

by and among

the parties that have
entered into this Interlocal Agreement

THE INTERGOVERNMENTAL INVESTMENT POOL ESTABLISHED, CREATED AND AUTHORIZED BY THIS INTERLOCAL AGREEMENT IS AN AUTHORIZED INVESTMENT UNDER SECTION 218.415, FLORIDA STATUTES, AS AN INTERGOVERNMENTAL INVESTMENT POOL AUTHORIZED PURSUANT TO THE FLORIDA INTERLOCAL COOPERATION ACT OF 1969.

THIS INTERLOCAL AGREEMENT DOES NOT MEET THE DEFINITION OF A QUALIFIED PUBLIC DEPOSITORY AS DESCRIBED IN CHAPTER 280, FLORIDA STATUTES.

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

ARTICLE II
PARTICIPANTS

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

ARTICLE III
BOARD

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

ARTICLE IV
TRUSTEES

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

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

ARTICLE V
ADMINISTRATOR AND TRUST COUNSEL

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

ARTICLE VI
THE CUSTODIAN

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

ARTICLE VII
FLCLASS COSTS AND EXPENSES

7.1 Expenses 24
7.2 Payment of Expenses 24

ARTICLE VIII
REPRENSATIONS AND WARRANTIES

8.1 Representations and Warranties of Each Participant 25

ARTICLE IX
COVENANTS

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

ARTICLE X
AMENDMENT AND TERMINATION

10.1 Amendment 26
10.2 Termination 26

ARTICLE XI
MISCELLANEOUS

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

This **INTERLOCAL AGREEMENT** dated as of April 1, 2015 (this **"Interlocal Agreement"**) constitutes an interlocal cooperation agreement by and among the Florida public agencies (as described in Section 163.01, Florida Statutes, as amended) that have executed this Interlocal Agreement or that have or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof (the **"Participants"**).

<u>RECITALS</u>:

WHEREAS, each Participant is permitted and has the power pursuant to the provisions of the Florida Statutes, as amended, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the **"Florida Interlocal Cooperation Act"**); and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the Participants to exercise jointly any power, privilege or authority which the Participants share in common and which each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, the purpose of this Interlocal Agreement is, and each Participant will receive a substantial benefit by agreeing, to establish the Intergovernmental Investment Pool to be known as the Florida Cooperative Liquid Assets Securities System (**"FLCLASS"**), which shall be an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to an interlocal agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the Participants desire to enter into an interlocal agreement and this Interlocal Agreement shall set forth the terms for such FLCLASS as set forth in the Florida Interlocal Cooperation Act; and

WHEREAS, the joint exercise of such power to invest will be benefited and made more efficient if all investments acquired pursuant to this Interlocal Agreement are held by one entity, the Custodian (as defined below), which will hold such investments for the benefit of the Participants; and

WHEREAS, the joint exercise of such power to invest will be benefited and made more efficient if the advisory, record-keeping and other administrative functions, including the management and transmittal of investment instructions, are performed by one entity, the Administrator (defined below); and

WHEREAS, the policy of this Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

WHEREAS, it is in the best interests of the Participants for each Participant to appoint an Authorized Representative to conduct certain transactions hereunder; and

WHEREAS, a Board shall be created by this Interlocal Agreement in accordance with the laws of the State of Florida as a separate interlocal governmental entity, and shall supervise the administration of FLCLASS as set forth in this Interlocal Agreement; and

WHEREAS, the Board created hereunder shall be self-perpetuating;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each party hereto agrees as follows:

ARTICLE I
DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Interlocal Agreement, the following terms shall have the following meanings.

"Account" or **"Accounts"** shall have the meaning set forth in Section 6.5(a) hereof.

"Administrator" means Public Trust Advisors, LLC, or any Person or Persons appointed, employed or contracted with by the Board pursuant to Article V hereof.

"Administrator Agreement" means the agreement by and between the Administrator and the Board, acting on behalf of the Participants described in Section 5.1(b) hereof.

"Affiliate" means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Applicable Law" means Chapter 163, Chapter 125, Chapter 166, Chapter 218, Chapter 627 and Chapter 1001 of the Florida Statutes, as amended; Section 4, Article IX of the Constitution of Florida; and other applicable provisions of Florida law.

"Authorized Representative" means the person authorized to invest the funds of a Participant pursuant to Florida law who has been appointed in accordance with Section 2.1 hereof.

"Balance" for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant, cash payments to such Participant, investment results and expenses and fees incurred pursuant to this Interlocal Agreement.

"Board" means the board of the Trustees, created by this Interlocal Agreement as a separate interlocal governmental entity, and established pursuant to Article III hereof.

"Business Day" means a day on which banks are not required or authorized by law to close in Florida.

"Bylaws" means those bylaws as described in Section 4.7 hereof.

"Conflicting Provisions" shall have the meaning set forth in Section 11.2 hereof.

"Custodian" means any Person or Persons appointed and employed by the Board pursuant to Section 6.1 hereof.

"Custodian Subaccount" shall mean a sub-account created by a Participant pursuant to Section 5.9 hereof.

"Custody Agreement" means the agreement by and between the Board and a custodial bank or Trust Company as described in Article VI hereof.

"Effective Date" means the first date that execution copies of this Interlocal Agreement have been executed by the initial two Participants, and this Interlocal Agreement has been filed with the clerk of the circuit court of each county where each initial Participant is located as provided in the Florida Interlocal Cooperation Act.

"FLCLASS" or the **"Trust"** means the Florida Cooperative Liquid Assets Securities System, which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, managed by the Board, and which consists of all Investment Property held by the Custodian in trust for the benefit of the Participants.

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

"Interlocal Agreement" means this Interlocal Agreement dated as of April 1, 2015 constituting an interlocal agreement by and among the initial Participants.

"Investment Advisor" means the entity serving as investment advisor to FLCLASS, which may be the Administrator or an affiliate thereof.

"Investment Funds" means immediately available funds delivered by each Participant to the Custodian for investment pursuant to this Interlocal Agreement but only if: (i) the Authorized Representative appointed by such Participant is authorized pursuant to the laws of the State of Florida to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State of Florida or other applicable local law to authorize the delivery and investment of such funds.

"Investment Policy" means the investment policy established by the Board with respect to the Investment Property in accordance with this Interlocal Agreement.

"Investment Procedures" means the procedures for participants to make investments set forth in Exhibit A attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

"Investment Property" means any and all securities and cash which is held in one of the Accounts and all proceeds, income, profits and gains therefrom that have not been paid to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date, and any such securities so purchased may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

"Investment Property Liability" means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Interlocal Agreement that is not specified in Section 7.1 hereof as being paid by the Administrator or specified in this Interlocal Agreement as being paid directly by a Participant.

"Investment Property Value" means the value of the Investment Property as determined pursuant to the Valuation Procedures net of the amount of the Investment Property Liabilities.

"Meeting of the Board" means a duly called meeting of the Board.

"Participants" means a Unit of Local Government that has or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof.

"Participation Certificate" means a resolution of the governing body of a Participant or an instrument of adoption for individual Participants authorizing the entry into this Interlocal Agreement pursuant to Section 2.4 hereof substantially in the form of the documents attached hereto as Exhibit D, or any similar certification regarding authorization to join this Interlocal Agreement, with such modifications as may be applicable to the particular Unit of Local Government.

"Payment Procedures" means the procedures for participants to request payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

"Permitted Investments" means those investments defined as such in the Investment Policy established by the Board.

"Person" means any county, municipal corporation, national association, district, corporation, limited liability company, limited liability partnership, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, board, commission, instrumentality or agency of any governmental entity.

"PRIME Fund" means the designation given by Participants delivering Investment Funds for investment to indicate that such Investment Funds are to be invested in accordance with the Investment Policy.

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

"Trustee" means each of the persons selected pursuant to Article III and Article IV hereof to serve on the Board.

"Unit of Local Government" means any governmental entity within the State of Florida and shall include, but not be limited to, the following and the officers thereof: any state agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi-public authorities or any other political subdivision of the state.

"Valuation Procedures" means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time to time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

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ARTICLE II
PARTICIPANTS

2.1 Authorized Representatives.

Each Participant shall select an Authorized Representative to represent its interests and act on its behalf under this Interlocal Agreement.

2.2 Investments.

(a) Each Participant shall have the right from time to time to invest Investment Funds for credit to such Participant's Balance in FLCLASS. A Participant that wishes to make such an investment shall notify the Administrator and follow the Investment Procedures. All Investment Funds will be deemed to be designated PRIME Fund. Investment Funds so designated shall be invested pursuant to the Investment Policy established by the Board. Upon such investment in accordance with the Investment Procedures, the Participant shall have an undivided interest in the Investment Property.

(b) The Balance of a Participant shall be increased upon the investment of Investment Funds by such Participant by an amount equal to the amount of such Investment Funds.

(c) No later than the end of each Business Day, the Custodian shall deliver a confirmation with respect to the transaction activity for the Accounts for the prior Business Day to the Administrator. The Administrator shall retain the confirmation in its records.

(d) Any funds that the Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested in FLCLASS pursuant to this Interlocal Agreement nor is there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at any one time with FLCLASS.

2.3 Payments.

(a) Each Participant shall have the right from time to time to request, in accordance with the Payment Procedures, that the Administrator notify the Custodian to pay to the Participant, or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's Balance at the time that payment is made pursuant to such request. Except as provided in the Payment Procedures, there shall be no limitation on the period of time that Investment Funds must be invested pursuant to this Interlocal Agreement prior to such payment.

(b) Upon the receipt of any payment request, the Administrator shall notify the Custodian, in writing or orally to be followed by written confirmation, of the payment request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant, as provided in Exhibit B.

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.3(b) hereof, such Participant's Balance shall be reduced by the Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by federal, State or the State of New York authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Administrator shall determine, on behalf of the Board, when an event occurs which, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals, and shall immediately notify the Custodian and each Participant by facsimile, email, mail or telephone of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Administrator declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

2.4 **Additional Participants After Initial Execution**.

Any Person who meets the definition of a Participant that wishes to become a Participant after the Effective Date may do so by executing a counterpart to this Interlocal Agreement or a Participation Certificate substantially in the form attached hereto as Exhibit D (with such modifications as may be applicable to the particular governmental entity) or other writing deemed acceptable by the Administrator, and delivering the counterpart or the original executed Participation Certificate to the Administrator. Any entity that becomes a Participant pursuant to this Section 2.4 shall have the same rights and obligations hereunder as the other Participants.

2.5 **Participant Right to Initiate a Vote to Require Board Action**.

The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten percent (10%) of the Participants, have the right to require a vote by the Board related to questions or consideration of such other matters as determined by such Participants. Within 90 days of receipt of such instrument or instruments, or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument or instruments, and be required to take action on the matter.

2.6 Termination of Participation.

(a) Any Participant may withdraw from this Interlocal Agreement at any time upon written notice to the Administrator and the withdrawal shall be noted to the Board in the Administrator's next report. Upon its withdrawal from this Interlocal Agreement, a Participant shall cease to have any rights or obligations under this Interlocal Agreement except for any obligations arising on or before the date of withdrawal and the rights to withdraw the Participant's Balance. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's entire Balance as of the date of such notice be paid to such Participant. No withdrawal from this Interlocal Agreement shall become effective until such Participant's Balance is equal to zero, and until such time, such Participant shall continue to possess all of the rights, and to be subject to all of the obligations, arising from this Interlocal Agreement.

(b) Any Participant that no longer qualifies as a Unit of Local Government, that breaches any material covenant contained in Article VIII hereof, or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.6(a) hereof immediately upon such disqualification, breach or cessation, but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Administrator determines that such a disqualification, breach or cessation has occurred.

2.7 Receipt of Statements and Reports; Requests.

(a) The Administrator shall provide to each Participant a copy of the statements prepared pursuant to Section 5.5 hereof and of the reports prepared pursuant to Section 5.6 hereof applicable to such Participant.

(b) In addition, each Participant, through its Authorized Representative, may direct the Administrator to provide a statement of the value of the Participant's Balance as of the date of the request. The Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Administrator shall maintain or cause to be maintained the records relating to such Participant in a manner that records (i) the portion of the Participant's Balance designated as PRIME Fund and (ii) the Participant's Balance as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments belonging to each such Participant.

2.8 Responsibility for Authorized Representatives.

Each Participant shall be responsible for the actions or inaction of its Authorized Representative under this Interlocal Agreement, and the Administrator and Custodian are authorized to rely on the directions of the Authorized Representative without further investigation or diligence.

ARTICLE III
BOARD

3.1 <u>Establishment of Board; Initial Board</u>.

(a) The management of FLCLASS shall be under the direction of the Board, which is hereby created by this Interlocal Agreement as a separate interlocal governmental entity. The initial Participants have by this Interlocal Agreement appointed the following persons as the initial trustees (the **"Initial Trustees"**) having terms ending the following date:

Cindy Valentine	December 31, 2015
Sharon R. Bock	December 31, 2016
Ken Burke	December 31, 2017

(b) The Initial Trustees shall constitute the initial Board. The Board may expand the membership of the Board and set initial terms for each additional Trustee, provided, however, the number of Trustees shall not be less than three (3) nor more than thirteen (13). New and successor Trustees shall be appointed as provided for in Article IV.

3.2 <u>General Powers</u>.

(a) FLCLASS is hereby established as a common law trust pursuant to this Interlocal Agreement. The purpose of FLCLASS is to provide an intergovernmental investment pool in accordance with Section 218.415, Florida Statutes through which Participants may invest surplus funds in accordance with Florida law governing the investment of surplus monies of a Participant. No Participant shall be required to appropriate any funds or levy any taxes to establish FLCLASS. FLCLASS shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Board may from time to time determine. The initial office of record of FLCLASS shall be 4767 New Broad Street Orlando, Florida 32814.

(b) The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers of the Administrator or Custodian, which are described in this Interlocal Agreement shall also be powers of the Board. The Board may perform such acts as it determines in its sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without the posting of a bond, an order or other action by any court. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

3.3 <u>Investment and Management; The Investment Program</u>.

The Board shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of Permitted Investments pursuant to the Investment Policy established by the Board.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity, while providing a competitive investment yield by investing in Permitted Investments. The Board shall appoint an Administrator and the

Board is directed to enter into the Administrator Agreement with the Administrator consistent with the terms of this Interlocal Agreement. The Administrator shall have the power to manage the Investment Property as specifically set forth in the Administrator Agreement. All modifications to the Investment Policy require Board approval by simple majority.

3.4 Title to Investments; Rights as Holders of Investment Property.

Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of the Investment Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

3.5 Payment of Expenses.

The Board shall have full and complete power:

(a) to incur and pay any charges or expenses which in the opinion of the Board are necessary or incidental to or proper for carrying out any of the purposes of this Interlocal Agreement;

(b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;

(c) to reimburse others for payment of such expenses and taxes; and

(d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

3.6 Power to Contract, Appoint, Retain and Employ.

The Board is responsible for the investments of FLCLASS consistent with the Investment Policy established in this Interlocal Agreement and for the general administration of the business and affairs of FLCLASS. Subject to the limitations expressed in Section 3.11 of this Interlocal

Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.

3.7 Insurance.

The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring FLCLASS, officers, employees and agents of FLCLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by FLCLASS or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not FLCLASS would have the power to indemnify such person against such liability.

3.8 Borrowing and Indebtedness.

The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments or Investment Property, except as a temporary measure to facilitate the transfer of funds to the Participant which might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

3.9 Remedies.

Notwithstanding any provision in this Interlocal Agreement, when the Board deems that there is a significant risk that an obligor to FLCLASS may default or is in default under the terms of any obligation of FLCLASS, the Board shall have full and complete power to pursue any remedies permitted by law which, in its sole judgment, are in the interests of FLCLASS, and the Board shall have full and complete power to enter into any investment, commitment or obligation of FLCLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.10 Information Statement.

The Board shall have full and complete power to prepare, publish and distribute an Information Statement regarding FLCLASS and to amend or supplement the same from time to time.

3.11 Contracting with Affiliates.

To the extent permitted by law, the Board may enter into transactions with any Affiliate of the Administrator or the Custodian if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, and

(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the person who is a party to the transaction.

3.12 Further Powers.

The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of FLCLASS although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of FLCLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

3.13 Intellectual Property.

The parties acknowledge that pursuant to this Interlocal Agreement and/or the business activities of the Board, various types of intellectual property (the **"Intellectual Property"**) may be created, including but not limited to trademarks such as **"FLCLASS"** and **"Florida Cooperative Liquid Assets Securities Systems,"** among others. With regard to any and all Intellectual Property created by or for the Board, or by or for FLCLASS with regard to this Interlocal Agreement, the Board shall have all right, title and interest to such intellectual property. No other party to this Interlocal Agreement shall make any claim of ownership to any such intellectual property and shall have no rights to the Intellectual Property other than as expressly set forth in a written agreement between the Board and that other party. Except as expressly set forth in this Interlocal Agreement, the Board shall have no obligation to account to the other parties to this Interlocal Agreement for any revenues arising from the use, license or assignment of any item of Intellectual Property.

3.14 No Liability.

No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

ARTICLE IV
TRUSTEES

4.1 Number and Qualification.

(a) Upon expansion of the Board after the Initial Trustees, the Board shall have at least three (3) but no more than thirteen (13) members.

(b) The Board shall strive to appoint qualified Trustees representative of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of Local Governments:

(i) Counties;

(ii) Cities and Towns;

(iii) School Districts;

(iv) Special Districts;

(v) Other public entities.

(c) The Board shall be the sole judge of the appointment and qualification of its members.

4.2 Term of Office.

The term of office for a Trustee shall be three years (or less for certain Initial Trustees) or until a successor has been appointed and qualified, and such term shall begin at the Meeting of the Board following the appointment. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least one-third of all Trustees shall expire in any year.

4.3 Appointment of Trustees.

(a) The Board shall appoint Trustees at any regularly scheduled or special meeting by a majority vote of the Trustees present at such meeting, provided a quorum is present. The Board shall provide for the nomination of candidates by the Participants and shall appoint Trustees from among the nominees submitted.

(b) After each appointment, each Participant shall by this Interlocal Agreement be considered to have appointed each person appointed by such vote as their Trustee unless and until removed pursuant to Resignation according to Section 4.4 or Removal according to Section 4.5.

4.4 Resignation of Trustees.

Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Board, and such resignation shall be effective upon such delivery, or at a later date specified in the written notice Any vacancy created by such removal shall be filled in accordance with subsection 4.3(a). All Trust assets held by the Trustee in his/her capacity as Trustee shall be immediately returned to the Trust.

4.5 Removal and Vacancies.

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence or other incapacity to perform the duties of the office. In the case of a vacancy, the Trustees remaining in office shall, appoint another person as a replacement Trustee, in accordance with Section 4.3, who shall serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to this Section 4.5, the appointee of each Participant.

(b) The Board may remove a Trustee in the event of the conviction of a felony, or any other crime involving dishonesty. Such removal may occur upon the majority vote of the membership of the remaining Trustees. Any vacancy created by such removal shall be filled pursuant to this Section.

(c) Notwithstanding the forgoing, in lieu of selecting new Trustees to fill vacancies on the Board, the Board may decrease the membership of the Board by the number of such vacancies, provided however, the number of memberships shall not be less than three (3) nor more than thirteen (13).

4.6 <u>Meetings</u>.

(a) The Annual Meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the appointment of Trustees, election of officers, setting the calendar for regular meetings and other organizational matters, as provided in the Bylaws. The Board shall meet not less than semiannually.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held at the time and place so established.

(c) Special meetings of the Board may be held from time to time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) All meetings of the Board are subject to and must comply with Section 286.011, Florida Statutes, as amended.

(e) To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

(f) To the extent permitted by Section 286.011, Florida Statutes, in the event all of the Trustees shall severally or collectively consent in writing to any action taken or to be taken by the Trust, such action is a valid action as though it had been authorized at a formal meeting.

(g) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Interlocal Agreement or by law of the State.

4.7 <u>Bylaws</u>.

The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, consistent with this Interlocal Agreement. The Bylaws may define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the rules of calling of meetings and determination of regular and special meetings.

4.8 Officers.

The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.

4.9 Conflicts of Interest.

No Trustee shall vote on any matter which inures to his or her special private gain or loss, as that phrase is defined in Section 112.3143(1)(d), Florida Statutes. Such Trustee shall, prior to a vote being taken, disclose the nature of his or her interest in the matter from which he or she is abstaining from voting.

4.10 Standard of Care.

The Trustees shall use ordinary care and reasonable diligence in the administration of the Trust. Nothing contained in this Interlocal Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Interlocal Agreement.

4.11 Liability.

A Trustee shall not be personally liable for monetary damages to any person for any statement, vote decision, or failure to act, regarding the management or policy of the Trust unless:

(a) The Trustee breached or failed to perform his or her duties as a Trustee; and

(b) The Trustee's breach of, or failure to perform, his or her duties constitutes:

(i) A violation of the criminal law, unless the Trustee had reasonable cause to believe such conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Trustee in any criminal proceeding for violation of the criminal law shall estop that Trustee from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law; but does not estop the Trustee from establishing that such Trustee had reasonable cause to believe that such conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;

(ii) A transaction from which the Trustee derived an improper personal benefit, either directly or indirectly; or

(iii) Recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

For the purposes of this Section 4.11, the term "recklessness" means the acting or omission to act, in conscious disregard of a risk: (a) known, or so obvious that it should have been known to the Trustee; and (b) known to the Trustee, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

4.12 Indemnification.

(a) The Trust shall, to the extent permitted by law, indemnify any person who was or is a party (other than an action by, or in the right of, the Trust), by reason of the fact that such person is or was a Trustee, officer or direct employee of the Trust against liability incurred in connection with such proceedings on behalf of the Trust, including any approval of such proceedings, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust and, with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Trust, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the Trust, such indemnified person shall promptly notify the Trust in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The Trust shall be responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

4.13 Legal Title to Investment Property.

Title to all Investment Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Board shall have full and complete power to cause legal title to any Investment Property to be held, on behalf of the Participants, by or in the name of any other entity or person as nominee, on such terms, in such manner, and with such powers as the Board may determine; provided that the interests of the Trust are adequately protected as a consequence thereof.

4.14 Reliance on Experts.

Each Trustee and officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of the Trust, upon an opinion of Trust Counsel, or upon official reports made to the Trust by any of its officers or employees or by the Investment Advisor, Administrator, Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Board or officers of the Trust.

ARTICLE V
ADMINISTRATOR AND TRUST COUNSEL

5.1 <u>Appointment; General Provisions</u>.

(a) The Board is responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, distributors or independent contractors of the Trust, consistent with the investment policy established in this Interlocal Agreement. However, the Board is not required personally to conduct all of the routine business of the Trust and, consistent with their responsibility as stated herein, the Board may, on behalf of the Trust, appoint, employ or contract with an Administrator and a Trust Counsel and may grant or delegate such authority to the Administrator, Trust Counsel or to any other person as the Board may, in its discretion, deem to be necessary or desirable for the efficient management of the Trust.

(b) The Board may appoint one or more persons to serve as the Administrator for FLCLASS. It is specifically intended that any and all provisions related to the Administrator set forth herein be memorialized in a contract between the Board and the Administrator (the **"Administrator Agreement"**) and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Administrator. In the event of conflict between the provisions of this Interlocal Agreement and the provisions of the Administrator Agreement, this Interlocal Agreement shall control.

(c) In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board may appoint, employ or contract with a successor.

(d) The Administrator shall at no time have custody of, or physical control over, any of the Investment Property.

(e) The Administrator may also serve as investment advisor to FLCLASS.

5.2 <u>Duties of the Administrator</u>.

(a) The duties of the Administrator shall be those set forth in this Article V and the Administrator Agreement. This Article V outlines some, but not all of such duties. Such duties may be modified by the Board from time to time. The role of the Administrator is intended to effect purchases, sales or exchanges of Investment Property on behalf of the Board. The Administrator Agreement may authorize the Administrator to employ other persons to assist in the performance of the duties set forth therein.

(b) The Administrator shall at no time have custody of, or physical control over, any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Administrator instead of to the Custodian, the Administrator shall immediately transfer such Investment Funds to the Custodian. The Administrator shall not be liable for any act or omission of the Custodian, but shall be liable for the Administrator's acts and omissions as provided herein.

(c) The Administrator understands that the monies delivered to the Custodian may only be invested pursuant to the investment parameters contained in the Investment Policy.

5.3 Duties of the Trust Counsel.

The duties of the Trust Counsel shall be:

(a) To construe the terms and provisions of this Interlocal Agreement and advise the Board with respect to its powers and duties thereunder;

(b) Review and approve the ordinances and joinder agreements of Public Entities desiring to become Participants;

(c) Attend all meetings of the Board and provide legal advice and consultation as requested; and

(d) Bring, prosecute, appear in, or defend, all on behalf of the Trust and in the name of the Trust any suit or administrative proceeding, for the enforcement of or arising out of or with respect to this Interlocal Agreement.

5.4 Investment Activities and Powers.

The Administrator shall perform the following services:

(a) advise the Board on any material changes in investment strategies based upon current market conditions;

(b) enter into securities transactions with respect to the Investment Property (to the extent permitted by the investment criteria established by the Board as set forth in the Investment Policy and all applicable law) by entering into agreements and executing other documents relating to such transactions containing provisions common for such agreements and documents in the securities industry;

(c) from time to time, review the Permitted Investments and the investment criteria set forth in the Investment Policy and, if circumstances and applicable law permit, recommend changes in such Permitted Investments and such investment criteria;

(d) provide such advice and information to the Board on matters related to investments as the Board may reasonably request, including, without limitation, research and statistical data concerning the Investment Property, whether and in what manner all rights conferred by the Investment Property may be exercised, and other matters within the scope of the investment criteria set forth in the Investment Policy;

(e) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Interlocal Agreement or applicable laws;

(f) issue instructions to the Custodian as provided in this Interlocal Agreement; and

(g) employ, consult with, obtain advice from, and exercise any of the Administrator's rights or powers under this Interlocal Agreement through the use of suitable agents, including auditors, legal counsel (who may be counsel to the Administrator and/or the Board), investment advisers, brokers, dealers or other advisers. Notwithstanding Section 11.8 hereof, the Administrator may transmit information concerning the Investment Property and the Participants to such agents.

5.5 Monthly Statements.

(a) Within 15 days subsequent to the end of each month, the Administrator shall prepare and submit, to each Participant which was a Participant during such month, a statement disclosing any activity and a closing Balance in each of its accounts for such month.

(b) The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's Balance as of the date of such request, subject only to account activity on such date.

5.6 Reports.

The Administrator shall prepare or cause to be prepared at least annually (i) a report of operations containing a statement of the Investment Property and the Investment Property Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and accountant's opinion shall be filed with the Participants within ninety (90) days after the close of the period covered thereby.

5.7 Daily Calculation of Program Value and Rate of Return.

(a) The Administrator shall calculate the Investment Property Value for each Account once on each Business Day at the time and in the manner provided in the Valuation Procedures contained in Exhibit C, hereto.

(b) Upon performing the valuation specified in Section 5.7(a) hereof, the Administrator shall calculate (rounding off to the nearest whole cent) the Balance of each Participant and each Balance of each of the Participants shall be adjusted proportionately so that the total Balances of all the Participants equals the aggregate Investment Property Value for the Accounts.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been determined from time to time by the Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment

Property shall be deemed to be equal to the amount determined from time to time by the Administrator.

(e) The Administrator shall calculate daily the rate of return earned on the Investment Property held in each Account.

5.8 Administration of FLCLASS.

The Administrator shall perform the following administrative functions on behalf of the Board in connection with the implementation of this Interlocal Agreement:

(a) collect and maintain for such period as may be required under any applicable federal or Florida law written records of all transactions affecting the Investment Property or the Balances, including, but not limited to (i) investments by and payments to or on behalf of each Participant; (ii) acquisitions and dispositions of Investment Property; (iii) pledges and releases of collateral securing the Investment Property; (iv) determinations of the Investment Property Value; (v) adjustments to the Participants' Balances; and (vi) the current Balance and the Balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. The Administrator shall maintain the records relating to each Participant in a manner that subdivides the Participant's Balance into sub-accounts or other special accounts to accommodate such Participant's desire to segregate any portion or portions of its Investment Funds;

(b) assist in the organization of Meetings of the Board, including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, which are directed to the Administrator, or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such officer and coordinating such officer's response thereto;

(d) pay all Investment Property Liabilities in accordance with this Interlocal Agreement from any income, profits and gains from the Investment Property (but not from the principal amount thereof); and

(e) engage in marketing activities to encourage eligible Florida public sector entities to become Participants.

5.9 **Special Sub-Accounts**.

Notwithstanding anything in this Interlocal Agreement to the contrary, the Administrator from time to time may propose to the Board that the Participants establish specially designated sub-accounts with investment criteria, investment and payment procedures, fees or other characteristics different from those set forth in this Interlocal Agreement, but all in compliance with all applicable law. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria, investment management tailored to a particular Participant or additional fees for administering such specially designated sub-accounts. A Participant in its sole discretion may create such a special sub-account using the same procedures for establishing other sub-accounts set forth in this Interlocal Agreement. The establishment of such special sub-accounts and the terms governing the same shall not be deemed an amendment of this Interlocal Agreement. The terms governing each such sub-account shall be worked out between the Administrator and the impacted Participants, and attached hereto as Schedule 5.9 (a), (b) and so on as necessary. The Administrator may calculate the return realized by such special sub-accounts separate and apart from the returns realized by other sub-accounts maintained for each Participant.

ARTICLE VI
THE CUSTODIAN

6.1 **Qualifications.**

(a) The Board, on behalf of the Trust, shall appoint and employ a bank or trust company organized under the laws of the United States of America to serve as Custodian for FLCLASS. Such custodian shall be a qualified "depository" as defined by Chapter 280, Florida Statutes and shall invest all Investment Property in accordance therewith and in accordance with the objectives of the Trust. The Custodian shall have authority to act as the Trust's agent, subject to such restrictions, limitations and other requirements, if any, as may be established by the Board. It is specifically intended that any and all provisions related to the Custodian set forth herein be memorialized in a contract to be entered into between the Trust and the Custodian (the **"Custody Agreement"**) and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of the Custodian. In the event of a conflict between the provisions of this Interlocal Agreement and the provisions of the Custody Agreement, this Interlocal Agreement shall prevail.

6.2 **Successors.**

In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Board shall appoint a successor thereto.

6.3. Prohibited Transactions.

With respect to transactions involving Investment Property, the Custodian shall act strictly as agent for the Trust. The Board shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

6.4. Appointment; Sub-Custodians.

(a) The Custodian may employ other banks and trust companies as sub-custodians, including, without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations set forth in this Interlocal Agreement. The Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian and the Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian.

(b) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Interlocal Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

6.5 Powers.

The Custodian shall perform the following services:

(a) Open and maintain such custody accounts as the Board directs through the Administrator and accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.2 hereof, and the income or earnings derived therefrom.

(b) Hold the Investment Property:

(i) in its vaults physically segregated and held separate and apart from other property of the Custodian;

(ii) in its account at Depository Trust Company or other depository or clearing corporation; or

(iii) in a book entry account with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times.

The Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provided, however, that the custodial relationship and the interests of the Participants regarding such Investment Property shall be noted on the records of the Administrator and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of the Participants to be noted on the records of such depository, clearing house or Federal Reserve Bank.

(c) Notify the Administrator, in writing or verbally with written, email or facsimile confirmation, of any elective action involving the Investment Property.

(d) Upon instruction of the Administrator, the Custodian shall

(i) receive and distribute Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibit A and Exhibit B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 6.5;

(v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property, use its best efforts to: (a) collect, receive and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any personal property; (d) to the extent necessary, be a party to the reorganization of any Person and transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (e) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (f) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements and other instruments; and (g) pay or satisfy any debt or claims; and

(vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Interlocal Agreement.

6.6 Custodial Relationship; Custodian Records.

(a) The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's Balance.

(b) The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property. Within 15 days subsequent to the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the Board.

ARTICLE VII
FLCLASS COSTS AND EXPENSES

7.1 Expenses.

In consideration of the performance of its obligations hereunder, the Administrator shall receive a fee as set forth in the Administrator Agreement described in Section 5.2 hereof, which fee shall be paid from the earnings on the Accounts. The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating, if any, the cost of other expenses agreed to by the Administrator and the Board, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the Administrator's and/or Board's legal counsel, the cost of Meetings of the Board, and the costs of Participant surveys and mailings. At least quarterly, the Administrator shall provide a detailed accounting of such expenses to the Board.

7.2 Payment of Expenses.

The Board shall have full and complete power:

(a) To incur and pay any charges or expenses which, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

(b) To reimburse others for the payment therefore, including, but not limited to, the Administrator; and

(c) To pay appropriate compensation or fees from the funds managed under this Interlocal Agreement to persons with whom the Board has contracted or transacted business.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

8.1 <u>Representations and Warranties of Each Participant</u>.

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 <u>Source of Investments</u>.

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the State of Florida and any charter, instrument, organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant, and that it will perform all actions required by the laws of the State of Florida and any charter, instrument, or organizational document, and any federal, state or local rule, ordinance, resolution or regulation applicable to such Participant to be done prior to such investment.

9.2 Truth of Representations and Warranties.

Each party to this Interlocal Agreement hereby covenants that it shall use reasonable efforts to withdraw from this Interlocal Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

ARTICLE X
AMENDMENT AND TERMINATION

10.1 Amendment.

(a) Unless explicitly set forth otherwise herein, this Interlocal Agreement may be amended only by a majority of the Board. Any amendment that impacts the duties, obligations or rights of either the Administrator or the Custodian shall be reduced to writing and agreed to by the affected party.

(b) Any amendment executed pursuant to Section 10.1(a) hereof will be effective upon the earlier of (i) thirty (30) days after notice is mailed or otherwise delivered, including but not limited to delivery by electronic means, to all existing Participants setting forth such amendment and permitting each Participant to terminate its participation and request payment of its balance.

(c) Notwithstanding the foregoing, the Investment Policy may be amended by a writing consented to by the Board. Any such amendment of the Investment Policy shall become effective thirty (30) days after notice thereof is sent to the Participants, Administrator and Custodian setting forth such amendment.

(d) Notwithstanding the foregoing, Exhibits A, B, and C may be amended by the Board on behalf of the Participants. Any such amendment shall become effective thirty (30) days after notice thereof is mailed to the Participants, Administrator and Custodian setting forth such amendment.

10.2 Termination.

(a) This Interlocal Agreement shall continue in full force and effect unless terminated as set forth in this Section 10.2. This Interlocal Agreement may be terminated at any time pursuant to a duly adopted amendment hereto approved by the unanimous vote of the Board. This Interlocal Agreement shall terminate automatically if either the Program Administration Agreement or the Custody Agreement is not amended to name a new Administrator or Custodian on or before the day that is immediately prior to the date on which the resignation, withdrawal or removal of the Administrator or Custodian would otherwise become effective.

(b) Upon the termination of this Interlocal Agreement pursuant to this Section 10.2:

(i) The Custodian, the Board and the Administrator shall carry on no business in connection with FLCLASS except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) The Custodian, the Board and the Administrator shall proceed to wind up their affairs in connection with FLCLASS, and all of the powers of the Board, Administrator and Custodian under this Interlocal Agreement, the Program Administration Agreement and the Custody Agreement, respectively, shall continue until the affairs of the Board, Administrator and Custodian in connection with FLCLASS shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with FLCLASS; and

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Board, Administrator and Custodian deem necessary for their protection, the Board shall take all necessary actions to cause the distribution of the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Interlocal Agreement and distribution to the Participants as herein provided, the Board shall direct the Administrator to execute and lodge among the records maintained in connection with this Interlocal Agreement an instrument in writing setting forth the fact of such termination, and the Board and Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be cancelled and discharged.

ARTICLE XI
MISCELLANEOUS

11.1 <u>Governing Law</u>.

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 <u>Severability</u>.

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 <u>Counterparts</u>.

This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

11.4 No Assignment.

No party hereto may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Interlocal Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void. The Board agrees not to unreasonably withhold consent to an assignment of this Interlocal Agreement or the Administrator Agreement.

11.5 Gender; Section Headings and Table of Contents.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Agreement nor affect its meaning, construction or effect.

11.6 No Partnership.

Other than the creation by the Participants of an interlocal cooperation agreement pursuant to Fla. Stat. §163.01, this Interlocal Agreement does not create or constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Interlocal Agreement to constitute a partnership or any other joint venture or association.

11.7 Notice.

Unless oral notice is otherwise allowed in this Interlocal Agreement, all notices required to be sent under this Interlocal Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail properly addressed, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, email, or other electronic means whenever such notice is in a format which may be stored by the receiving party or parties, or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Administrator;

(c) shall be deemed to have been given on the day of such transmission if delivered pursuant to subsection (b)(ii), or on the third day after deposit if delivered pursuant to subsection (b)(i) or (b)(iii); and

(d) any of the methods specified in Section 11.7(b) shall be sufficient to deliver any notice required hereunder, notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

11.8 Confidentiality.

(a) All information and recommendations furnished by the Administrator to any Participants or the Board that is marked confidential and all information and directions furnished by the Administrator to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. Nothing in this Section shall prevent any party from divulging information as required by law or from divulging information to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply, or from divulging information in accordance with Florida's Government in the Sunshine Law, Florida Statutes, Chapter 286, or Florida's Public Records Act, Florida Statutes, Chapter 119 or to prevent the Administrator from distributing copies of this Interlocal Agreement, the names of the Participants, or the Investment Property Value to third parties.

11.9 Entire Agreement.

This Interlocal Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

11.10 Disputes.

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation provided in writing at least 10 days before commencing legal action.

11.11 Writings.

Whenever this Interlocal Agreement requires a notice, instruction or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic, or micrographic data storage method such as digital discs as well as on paper, so long as such method complies with Chapter 119, Florida Statutes.

11.12 Effective Date.

This Interlocal Agreement shall become effective on the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: 3/30/15, as Participant

By: [signature]
Name: Ken Burke
Title Pinellas County Clerk of the Circuit Court and Comptroller

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30th day of March, 20 15 by Ken Burke, ______ of ______ **[Participant]**, who is personally known to me/has produced ______ as identification.

Karen E. Lamb
Printed/Typed Name: Karen E. Lamb
Notary Public-State of: Florida
Commission Number: FF 083808

NOTARY PUBLIC STATE OF FLORIDA
KAREN E. LAMB
MY COMMISSION # FF 083808
EXPIRES: March 19, 2018
Bonded Thru Budget Notary Services

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: 3 - 31 - 15, as Participant

By: Sharon R. Bock
Name: Sharon R. Bock
Title Clerk & Comptroller Palm Beach Co.

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31st day of March, 20 15 by Sharon R. Bock, Clerk & Comptroller, Palm Beach County **[Participant]**, who is personally known to me/has produced ______ as identification.

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

NOTARY PUBLIC STATE OF FLORIDA
TARA K. RAMOS
MY COMMISSION # FF 014906
EXPIRES: May 6, 2017
Bonded Thru Budget Notary Services

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PARTICIPANT EXECUTION DATE: April 6, 2015, as Participant

By: [signature]
Name: Scott Randolph
Title Tax Collector

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6th day of April, 2015 by Scott Randolph, Tax Collector of Orange County **[Participant]**, who is personally known to me/has produced ____________ as identification.

KELLY J. QUINTERO
MY COMMISSION # FF 025172
EXPIRES: June 6, 2017
Bonded Thru Budget Notary Services

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

EXHIBIT A

INVESTMENT PROCEDURES

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.

2. Receipt of the notice described in (1) by the Administrator as set forth in the Information Statement.

3. If Investment Funds for which notification of investment has been given, are not received by the end of the Business Day on which such notification is given, the Administrator shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.

4. The Participant is prohibited from requesting payments from amounts credited to its Balance pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian for the purchase of securities to be held by the Custodian.

5. These Investment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT B

PAYMENT PROCEDURES

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount requested to be paid and shall specify from which Account the payment is to be made.

2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.

3. Requests for payments must be received by the Administrator as set forth in the Information Statement.

4. The Participant may only request payments of that portion of its Balance that represents Investment Funds and its proportional share of the income from the Investment Property which in all cases have actually been received by the Custodian.

5. These Payment Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement, provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT C

VALUATION PROCEDURES

1. Portfolio Valuation.

A. Amortized Cost Valuation

On a daily basis, normally at 3:00 p.m. Eastern time, the Investment Property Value of each Account shall be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

B. Mark to Market

At least monthly or more frequently if requested by a majority of the Board, the Investment Property Value of each Account shall be determined on a mark to market basis, provided, however, the value of any collateral that is collateralizing any repurchase agreement shall be marked to market on a daily basis.

The market value of all or a part of the securities in the Accounts will be determined from the bid and ask prices for such securities as quoted by an independent nationally recognized pricing service for the Business Day preceding the Business Day on which the determination of such market value is made (plus accrued interest to such preceding Business Day); if the securities are not so quoted on such preceding Business Day, their market value will be determined as of the next preceding Business Day on which they were so quoted. Securities not quoted by an independent nationally recognized pricing service will be valued by taking a bid quote from one primary dealer making a market in such securities or if there is no primary dealer in such securities by such other reasonable method as the Administrator shall determine.

As an alternative to determining the market value pursuant to the foregoing paragraph, the market value of all or a portion of the securities in the Accounts may be determined using the matrix method. Matrix pricing involves grouping securities into a matrix by type, maturity and short-term credit rating. A primary dealer who makes markets in those securities will provide the bid side prices for the matrix.

2. Amendment.

These Valuation Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement.

EXHIBIT D

MODEL RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE [GOVERNING BODY] OF THE [UNIT OF LOCAL GOVERNMENT] APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the **[Unit of Local Government]** is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments, including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the **"Florida Interlocal Cooperation Act"**); and

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

WHEREAS, __________________ and _____________, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the **"Interlocal Agreement"**), the purpose of which is to provide the **[Unit of Local Government]** and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System (**"FLCLASS"**), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the **[Unit of Local Government]** desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

NOW, THEREFORE, BE IT RESOLVED by the **[Governing Body]** of the **[Unit of Local Government]** as follows:

SECTION 1. The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as <u>Exhibit A</u> and incorporated herein by reference.

SECTION 2. Pursuant to Section 2.4 of the Interlocal Agreement, the **[Unit of Local Government]** hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The **[Unit of Local Government]** further agrees to file an executed copy of this Resolution with the Clerk of Court of ___________ County, Florida.

SECTION 3. This Resolution shall take effect immediately upon its filing with the Clerk of Court of ____________ County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED IN PUBLIC SESSION of the ______________ of the ____________________ this ____ day of _____________, 20__.

____

By:____
Name:______________________________________
Its:____

Attest:

____
__________________, [Assistant] Secretary

EXHIBIT A TO RESOLUTION

COPY OF INTERLOCAL AGREEMENT
[Attached]

INSTRUMENT OF ADOPTION
of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this "Instrument") is executed as of the ____ day of _________________, 20_____, by and on behalf of ____________________________.

Reference is made to that certain Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of ___________, 2015, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the "Interlocal Agreement"). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a Unit of Local Government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the Unit of Local Government, authorized to execute this Instrument; (c) the undersigned has tendered to FLCLASS the minimum investment required under the Interlocal Agreement; and (d) the undersigned (i) has taken all required official action to adopt and authorize the execution of the Interlocal Agreement including, without limitation, adopting a written investment policy consistent with the Interlocal Agreement and the Investment Policy adopted thereby or amending or modifying any existing written investment policy not consistent with the Interlocal Agreement or the Investment Policy, and (ii) has furnished to the Board evidence satisfactory to the Board that such official action has been taken.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time, including without limitation that it will maintain a written investment policy consistent with the provisions of the Interlocal Agreement and Investment Policy adopted thereby, as each of the same may be amended from time to time.

[signature page to follow]

INSTRUMENT OF ADOPTION
of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

[NAME OF ENTITY]

By:_________________________________
Name: ___________________________
Title: _____________________________

STATE OF FLORIDA
COUNTY OF _______________

The foregoing instrument was acknowledged before me this ________ day of ________________, 20___, by __________________________, __________________________, who is personally known to me/has produced ______________________ as identification.

____
Printed/Typed Name:__________________________
Notary Public-State of:_________________________
Commission Number:__________________________

ORL 299009183v1

St. Pete Beach City Commission
Agenda Report

Issue Considered: Resolution 2017-09: Authorizing participation in the Florida Education Investment Trust Fund, a local government investment pool, by becoming a signatory Public Agency; and providing for an effective date.

Date: September 19, 2017

Prepared By: Vincent Tenaglia, Administrative Services Director

Through: Wayne Saunders, City Manager

Summary of Issue: Staff is requesting authorization to diversify the City's cash and investment portfolio by establishing new accounts with authorized local government investment pools. The Florida Education Investment Trust Fund ("FEITF") is a local government investment pool established pursuant to Florida Statutes s. 163.01 and 218.415, which invests in short-term, highly liquid securities and is an eligible investment under the City's current investment policy.

FEITF fund summary:

- Stable net asset value fund ($1.00/share)
- Rating per S&P: AAAm (highest fund rating)
- Approximate balance: $920,000,000
- Yield as of August 29, 2017: 1.19%
- Daily liquidity
- No minimum investment balance

Authorization provides staff the discretion to re-balance the City's portfolio. The City is not obligated to any financial actions or minimum investment upon approval.

Requested Motion: "I move to approve Resolution 2017-09."

Attachment: Resolution 2017-09

Reviewed by the City Manager: WS

RESOLUTION 2017-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA AUTHORIZING PARTICIPATION IN THE FLORIDA EDUCATION INVESTMENT TRUST FUND, A LOCAL GOVERNMENT INVESTMENT POOL, BY BECOMING A SIGNATORY PUBLIC AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 218.415, Florida Statutes, school boards and other units of local government are authorized to invest and reinvest public funds in excess of the amounts they require to meet current expense, in certain enumerated investments as authorized by a school district or other public agency by resolution and permitted by law, and, in addition, such units of local government are authorized to invest and reinvest such surplus public funds in an intergovernmental investment pool created pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (Section 163.01 et seq., Florida Statutes); and

WHEREAS, the Florida Education Investment Trust Fund is an intergovernmental investment pool created pursuant to Sections 163.01 and 218.415, Florida Statutes and the Florida Education Investment Trust Fund Trust Agreement ("Trust Agreement"), attached hereto as Exhibit A, serves as the interlocal agreement for such purpose as authorized by Section 163.01; and

WHEREAS, the City of St. Pete Beach desires to become a Signatory Public Agency of the Florida Education Investment Trust Fund by executing the Signatory Public Agency Addendum ("Addendum"), attached hereto as Exhibit B, solely for the purpose of establishing the Trust Agreement as an interlocal agreement as authorized by Section 163.01; and

WHEREAS, the approval and execution of this Addendum to the Trust Agreement shall neither require nor serve to obligate the Public Agency to invest funds in the Trust nor shall it be deemed to designate the Public Agency as a Participants in the investment programs of the Trust.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

<u>Section One</u>: The above recitals are true and correct and are incorporated herein by reference.

<u>Section Two</u>: The City of St. Pete Beach authorizes the Public Agency to be a Signatory Public Agency of the Florida Education Investment Trust Fund.

<u>Section Three</u>: This Resolution shall take effect immediately upon its approval.

Passed this ____ day of ____________________, by the City Commission of the City of St. Pete Beach, Florida.

* * * * *

____
Alan Johnson, Mayor

ATTEST:

____
Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

____
Andrew Dickman, City Attorney

RESOLUTION 2017-09

EXHIBIT A

TRUST AGREEMENT

FLORIDA EDUCATION INVESTMENT TRUST FUND

Revised and Restated March 2017

TABLE OF CONTENTS

Page No.

ARTICLE I – DEFINITIONS 2

ARTICLE II – CREATION OF TRUST 4

2.1 Creation of Trust 4

2.2 Contributions to the Trust 4

2.3 Valuation and Allocation – Commingled Funds and Separate Accounts 4

2.4 Trustees' Duties 5

2.5 Qualification of Trust 5

2.6 Purpose; Participant Requirements; Changes of Incumbency 6

2.7 Location 7

2.8 Trustees; Signatory Public Agencies And Participants 7

ARTICLE III - TRUST OPERATIONS 7

3.1 Powers of the Board of Trustees 7

3.2 Permitted Investments 7

3.3 Legal Title 7

3.4 Disposition of Assets 8

3.5 Taxes 8

3.6 Rights as Holders of Trust Property 8

3.7 Delegation: Committees 8

3.8 Collection Powers 9

3.9 Powers: Payment of Expenses 9

3.10 Borrowing and Indebtedness 10

3.11 Deposits 10

3.12 Valuation 10

3.13 Fiscal Year; Accounts 10
3.14 Self-Dealing Prohibited 10
3.15 Investment Program 11
3.16 Power to Contract, Appoint, Retain and Employ 11
3.17 Indemnification 12
3.18 Remedies 12
3.19 Further Powers 12
3.20 Sovereign Immunity 12
ARTICLE IV- INVESTMENT ADVISOR, ADMINISTRATOR AND ADVISORY COMMITTEE 12
4.1 Appointment 12
4.2 Duties of the Advisor 13
4.3 Duties of the Administrator 13
4.4 Successors 13
4.5 Advisory Committee 13
ARTICLE V - INVESTMENTS 14
5.1 Statement of Investment Policy and Objective 14
5.2 Restrictions Fundamental to the Trust 14
5.3 Amendment of Restrictions 14
ARTICLE VI - LIMITATIONS OF LIABILITY 15
6.1 Liability to Third Persons 15
6.2 Liability to the Trust or to the Participants or Investors 15
6.3 Indemnification 15
6.4 Surety Bonds 17
6.5 Apparent Authority 17
6.6 Representative Capacity; Recitals 17
6.7 Reliance on Experts 17
6.8 Insurance 18

ARTICLE VII - INTERESTS OF PARTICIPANTS 18

7.1 General 18

7.2 Allocation of Investment Accounts 18

7.3 Evidence of Investment 19

7.4 Redemptions 19

7.5 Suspension of Redemption; Postponement of Payment 19

7.6 Minimum Redemption…………………………………………………...20

7.7 Defective Redemption Requests 20

ARTICLE VIII - RECORD OF SHARES 20

8.1 Share Register 20

8.2 Registrar 21

8.3 Owner of Record 21

8.4 No Transfers of Shares 21

8.5 Limitation of Fiduciary Responsibility 21

8.6 Notices 21

ARTICLE IX – RECORDS AND REPORTS 21

9.1 Inspection of Records 21

9.2 Reports 22

ARTICLE X - TRUSTEES AND OFFICERS 22

10.1 Number, Qualification and Succession of Trustees 22

10.2 Organizational Trustees 23

10.3 Vacancies 24

10.4 Appointment; Term of Office 24

10.5 Resignation and Removal 25

10.6 Officers and Advisors 25

10.7 By-Laws; Quorum of Trustees 25

ARTICLE XI - DETERMINATION OF NET ASSET VALUE AND NET INCOME: DISTRIBUTIONS TO PARTICIPANTS AND INVESTORS 26

11.1 Net Asset Value ... 26

11.2 Retained Reserves ... 26

ARTICLE XII – CUSTODIAN ... 26

12.1 Duties ... 26

12.2 Appointment ... 26

12.3 Disbursement and Collection Agent ... 26

12.4 Successors ... 26

ARTICLE XIII - RECORDING OF TRUST AGREEMENT ... 27

13.1 Recording ... 27

ARTICLES XIV - AMENDMENTS TO TRUST AGREEMENT AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST ... 27

14.1 Amendment to Trust Agreement or Permitted Investments List; Termination ... 27

14.2 Duration ... 28

ARTICLE XV – MISCELLANEOUS ... 28

15.1 Governing Law ... 28

15.2 Counterparts ... 28

15.3 Reliance by Third Parties ... 28

15.4 Provisions in Conflict with Law ... 28

15.5 Section Headings ... 29

15.6 Adoption by School Districts or Other Local Government Entities; Written Investment Policies of Participants and Investors; Resignation and Withdrawal of Participants ... 29

TRUST AGREEMENT

FLORIDA EDUCATION INVESTMENT TRUST FUND

Revised and Restated March 2017

THIS AGREEMENT AND DECLARATION OF TRUST ("Trust Agreement"), initially dated December 3, 2009, and revised and restated on March 20, 2017, is made and entered into by and among the Florida School Boards Association, Inc. (hereinafter the "FSBA"), the Florida Association of District School Superintendents, Inc. (hereinafter "FADSS") and the School Boards or Public Agencies which have agreed to become Signatory Public Agencies by execution of the addenda hereto.

WITNESSETH:

WHEREAS, pursuant to Section 218.415, Florida Statutes, school boards and other units of local government are authorized to invest and reinvest public funds in excess of the amounts they require to meet current expense, in certain enumerated investments as authorized by a school district or other public agency by resolution and permitted by law, and, in addition, such units of local government are authorized to invest and reinvest such surplus public funds in an intergovernmental investment pool created pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (Section 163.01 et seq., Florida Statutes); and,

WHEREAS, Section 163.01, Florida Statues, 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 Section 163.01(7), Florida Statutes, or an independently elected county officer (each of the foregoing a "Public Agency"), to exercise jointly with any other similar Public Agency any power, privilege, or authority which such Public Agencies share in common and which each might exercise separately; and,

WHEREAS, Section 163.01, Florida Statutes, further authorizes such Public Agencies to enter into contracts in the form of interlocal agreements to accomplish such purposes; and,

WHEREAS, it is the intent of the Signatory Public Agencies to create an intergovernmental investment pool pursuant to Sections 163.01 and 218.415, Florida Statutes and that this Trust Agreement shall serve as the interlocal agreement for such purpose as authorized by Section 163.01, Florida Statutes; and,

WHEREAS, by resolutions duly adopted, the Signatory Public Agencies hereby create an intergovernmental investment pool pursuant to this Trust Agreement which serves a governmental purpose for said Public Agencies and is therefore in the best interests of said Public Agencies, their officials, officers, and citizens in that such a program will offer diversified and professionally managed portfolios to meet investment needs, will result in economies of scale that would create greater purchasing powers, and will thereby lower the costs traditionally associated with the investment of the assets of said Public Agencies; and,

WHEREAS, each of the Signatory Public Agencies has duly undertaken all official actions necessary and appropriate to become a party to this Trust Agreement for the purpose of establishing it as an interlocal agreement; and,

WHEREAS, each of the Participants has duly undertaken all official actions necessary and appropriate to become a party to this Trust Agreement and to perform hereunder, including, without limitation, the establishment of written investment policies and the enactment of any resolutions or the undertaking of other actions required pursuant to Section 218.415, Florida Statutes or other applicable law and regulations; and,

WHEREAS, it is proposed that the beneficial interest in the assets of the trust fund created pursuant to the provisions of this Trust Agreement shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the Trustees or their agent, or the Administrator; and,

WHEREAS, the Signatory Public Agencies anticipate that other school districts or other Public Agencies may wish to become Participants (as defined herein) by adopting this Trust Agreement and becoming a party hereto;

NOW, THEREFORE, the recitals set forth above are adopted and incorporated into this Trust Agreement. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all monies, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors and assigns under this Trust Agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

ARTICLE I – DEFINITIONS

For purposes of this Trust Agreement, the following terms shall have the meanings set forth herein:

(a) "**Administrator**" means the Plan Administrator as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility for administering the Plan or any aspects of it.

(b) **"Advisor"** means the Investment Advisor as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility to effect purchases, sales, or exchanges of Trust property on behalf of the Trustees and to provide advice to the Trustees regarding the investment of Trust assets.

(c) "**Code**" means the Internal Revenue Code of 1986, as amended, and any regulations adopted pursuant thereto.

(d) **"Custodian"** means a qualified public depository as defined in Section 280.02(26), Florida Statutes, selected by the Trustees pursuant to a Custodian Agreement for the purpose of receiving and holding Trust assets.

(e) **"Financial Officer"** shall be the person designated by a Participant as the legal representative to the Trust for the school district or Public Agency and who shall be the person who is empowered to invest funds of the Participant.

(f) "**Fund**" or "**Trust Fund**" means all money and other property acceptable to the Trustees, contributed by the school districts or other Public Agencies pursuant to this Trust Agreement, all investments made therewith and proceeds thereof and all earnings and profits thereon less payments and expenses authorized in this Trust Agreement.

(g) "**Investor**" means a school district, a political subdivision of the state, or an instrumentality of a political subdivision or of the state which has by resolution adopted a written investment policy permitting it to invest and reinvest surplus funds in its control or possession in an intergovernmental investment pool as authorized by Section 218.415(16), Florida Statutes, or a unit of local government which has not adopted a written investment policy but which is authorized to invest surplus funds in an intergovernmental investment pool as authorized by Section 218.415(17), Florida Statutes, which elects to make such an investment in this Trust Fund as provided herein.

(h) "**Participant**" means a school district, a political subdivision of the state, or an instrumentality of a political subdivision or of the state authorized by Section 163.01, Florida Statutes to participate in an interlocal agreement (i.e., a "Public Agency").

(i) **"Permitted Investments"** means those investments which the Trustees are authorized to place Trust Funds in as authorized by the Florida Education Investment Trust Fund Investment Policy and Guidelines as may be from time to time approved by the Participants.

(j) **"Public Agency"** means those entities described in Section 163.01(3)(b), Florida Statutes.

(k) "**Separate Account**" means a Separate Account established for a Participant under the Trust Agreement which is invested by the Trustees or the Investment Advisor appointed by the Trustees.

(l) **"Signatory Public Agency"** means a School District or Public Agency which has agreed to be a signatory to this Trust Agreement for the purpose of creating an interlocal agreement as authorized by Section 163.01, Florida Statutes. Such Signatory Public Agencies may, but are not required to be Participants in the investment programs created by the Trustees;

(m) "**Trustees**" means the persons or entities selected by the FSBA and FADSS to serve as Trustees pursuant to the terms of this Trust Agreement, or their successors.

ARTICLE II – CREATION OF TRUST

2.1 **Creation of Trust.** By these presents, a common law trust is hereby established by this Trust Agreement. The Trust shall be called the "Florida Education Investment Trust Fund" (the "Trust"). So far as may be practicable, the Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under that name, which name (and the word "Trust") wherever used in this Trust Agreement, except where the context otherwise requires, shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisors, consultants, or accountants of the Trustee, nor shall such term refer to the Signatory Public Agencies nor Participants. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the laws of the State of Florida or the United States so as to protect and reserve the right of the Trust in and to such name.

2.2 **Contributions to the Trust.**

(a) All contributions that a Participant or Investor makes to be invested by the Trustees shall be paid and delivered to the Trustees to be held in the Trust Fund. The Trustees shall, and hereby agree to, hold such funds in trust, along with the income, appreciation or depreciation and expenses thereon, if any. Contributions to the Trust shall only be made by a Participant or Investor.

(b) All payments made by a Participant or Investor to the Trust, and all other money or property that lawfully becomes a part of the Trust Fund, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Trust Agreement. The Trustees accept this Trust and agree to perform the duties, responsibilities and obligations under this Trust Agreement allocated to them as fiduciaries.

2.3 **Valuation and Allocation – Commingled Funds and Separate Accounts.** The Trustees shall hold the Trust Fund as a commingled fund or commingled funds in which each separate Participant or Investor shall be deemed to have a proportionate undivided interest in the fund or funds in which it participates and such commingled fund or funds may be invested, administered, managed and otherwise dealt with hereunder as a commingled fund. Further, the Trustees, or their Designee, shall create and maintain a Separate Account for each Participant or Investor based upon information provided by the Participant or Investor and as communicated to the Trustees. Such Separate Accounts shall be maintained on the books and records of the Trustees and are for accounting and recordkeeping purposes only and, except as otherwise specifically provided herein, do not require a segregation of Trust assets to each account nor do they restrict the Trustees or Investment Advisor with respect to the investment of Trust assets which may be commingled as a single fund. Further, such records maintained by the Trustees, or their Designee, shall be adequate to disclose the interest in the Trust of each Participant or Investor and shall be available to a Participant or Investor for inspection.

(a) The Trust shall be allocated among Separate Accounts. Notwithstanding the foregoing paragraph, each fund or asset of the Trust that is identified by the Trustees, or their Designee, as allocable to a particular Participant or Investor (i.e., an "identified fund" or "identified asset"), as well as the income, appreciation or depreciation and expenses attributable to any particular Separate Account or to an identified asset thereof, shall be allocated or charged to that Separate Account.

(b) Contributions to and distributions from the Trust shall be allocated and charged to each Participant or Investor Separate Member Account to which they relate.

(c) Upon the direction of a Participant or Investor, or by a person entitled to such information under the applicable state laws, if any, the Trustees, or their Designee, shall periodically determine the value of each Separate Account on such basis as the Trustees determine appropriate in their judgment and discretion (considering the value of Trust assets and property allocated to each Separate Account, including contributions and distributions, income, appreciation or depreciation and expenses attributable to each Separate Account). The Trustees, or their Designee, shall render a statement thereof to the Participant or Investor, or such person who is entitled to such information under the applicable state laws, if any, within such time, in such format and containing such information as may be agreed upon between the Participant or Investor and the Trustees after each valuation date. The Trustees shall ensure that all documents which underlie such statements are available for inspection by Participants or Investors.

(d) Asset valuation shall be conducted in accordance with the standards set forth in Section 736.08135, Florida Statutes, or in the manner prescribed in any successor to such section of law.

2.4 **Trustees' Duties.** The Trustees shall not have the right and shall not be subject to any duty to demand or collect contributions from the Participants or Investors, or from any other person or entity, or to enforce or attempt to enforce any agreement that may be considered to require contributions to this Trust. The Trustees only shall be accountable for transfers and contributions made to the Trust Fund in accordance with the terms of this Trust Agreement.

2.5 **Qualification of Trust.** This Trust is intended to be exempt from income tax pursuant to Section 115 of the Internal Revenue Code, as amended, and shall be construed and operated in all respects consistently with that intention. The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, may demand assurances satisfactory to them that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Internal Revenue Code, as amended.

2.6 **Purpose; Participant Requirements; Changes of Incumbency.**

(a) The purpose of the Trust is to provide a surplus funds trust fund in accordance with Florida law permitting school districts and other Public Agencies to pool monies they have available in their treasuries, which is not immediately required to be disbursed, with the same such monies in the treasuries of other school districts or Public Agencies, in order to take advantage of investments and maximize net interest earnings in accordance with, and as permitted by, the provisions of Sections 218.415 and 163.01, Florida Statutes or other laws of the State of Florida, from time to time in effect, governing the investment of monies of a school district or other Public Agency, and as extensively as allowed by law. No Participant shall be required to appropriate any funds or levy any taxes to establish or contribute to this Trust. The Board of Trustees may provide for the payment or repayment of any establishment expenses from the earnings of the Trust.

(b) Only those school districts or other Public Agencies which adopt this Trust Agreement and have complied with the provisions of this section may become Participants. The Financial Officer empowered to invest funds of each school district or Public Agency or such other person designated by the Participant to serve in such capacity (such representative shall be referred to herein as the “Financial Officer”), shall be the legal representative to act for and on behalf of such school district or Public Agency for purposes of this Trust Agreement.

(c) Each school district or Public Agency adopting this Trust Agreement, and otherwise complying with the provisions hereof, shall become a Participant only upon depositing into the Trust the minimum total investment as that amount is established from time to time by the Trustees. Initially, and until changed by affirmative action of the Trustees, the minimum total investment shall be ten thousand dollars ($10,000.00) for each account. Whenever the balance in a Participant's account is less than the minimum established by the Trustees, the Trustees may redeem the shares and close the account; provided that thirty days’ (30) prior notice shall be given to such Participant and redemption shall only be permitted if the Participant has not restored the balance in the account to the minimum amount established, prior to the expiration of such thirty (30) day period which begins with the date of such notice. If the Trustees change the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

(d) In the event that a Financial Officer of a school district or Public Agency shall become disabled, die, resign, or be removed from office, or the office shall otherwise become vacant, or such Financial Officer shall no longer be authorized to act on behalf of such Participant as a Financial Officer, any funds placed in the Trust by such Financial Officer shall be held hereunder for the benefit of the school district or Public Agency for which he or she was acting at the time the vacancy or termination of authority occurred. Any Financial Officer assuming office, either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his or her predecessor, or otherwise becoming authorized to act as Financial Officer on behalf of such Participant, shall become the succeeding legal representative of the school district or Public Agency by filing written notification of such with the Trustees in a form acceptable to the Trustees.

2.7 **Location.** The Trust shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Trustees may, from time to time determine. The initial office of record of the Trust shall be: Florida Education Investment Trust Fund, in care of the Florida School Boards Association, Inc., 203 South Monroe Street, Tallahassee, Florida 32301. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

2.8 **Trustees; Signatory Public Agencies and Participants.** No Signatory Public Agency or Participant, nor any or its officers, employees, agents or representatives shall have any liability under this Trust Agreement as a result of service by its superintendent or one of its school board members on the Board of Trustees.

ARTICLE III - TRUST OPERATIONS

3.1 **Powers of the Board of Trustees.** Subject to the rights of the Participants as provided herein, the Trustees shall be the investment officer of the Trust and shall have authority over the Trust Property and the affairs of the Trust to administer the operation of the Trust, subject to the requirements and restrictions of this Trust Agreement. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Trust Agreement, as are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Trust Agreement. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

3.2 **Permitted Investments.** The Trustees shall have the following investment powers:

(a) To conduct, operate and provide an investment program for the pooling of surplus funds of a school district or Public Agency to take advantage of investments and to maximize net interest earnings in Permitted Investments described in the Florida Education Investment Trust Fund Investment Policy and Guidelines as may be modified from time to time upon prior notice being provided to the Participants;

(b) For such consideration as they may deem proper and as may be required by law, to subscribe for, invest in, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments; and

(c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

3.3 **Legal Title.**

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants or Investors, who shall be the beneficial owners except that the Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants or Investors, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected in accordance with the standards and practices authorized by Sections 736.0801 through 736.0804 and 736.0807 through 736.08135, Florida Statutes, or the any successors to such statutes.

(b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

3.4 **Disposition of Assets.** The Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.

3.5 **Taxes.** The Trustees shall have full and complete power:

(a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;

(b) To dispute, settle and compromise tax liabilities; and

(c) For the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

3.6 **Rights as Holders of Trust Property.** The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Trust corpus 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 meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

3.7 **Delegation: Committees.** The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Trust, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of the Trust Property) to delegate from time to time to such one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees or agents of the Trust (including, without limitation, the Administrator, the Advisor and the Custodian) the doing of such acts and things and the execution of such instruments, either in the name of the Trust or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust.

3.8 **Collection Powers.** The Trustees shall have full and complete power:

(a) To collect, sue for, receive and receipt for all sums of money or other property due to the Trust including, without limitation, the power to file proofs of claim in any bankruptcy or insolvency matter;

(b) To consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;

(c) To engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property;

(d) To foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Trust;

(e) To exercise any power of sale held by the Trustees, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property;

(f) To be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other person any securities, investments or obligations of any person which form a part of the Trust Property, for the purpose of such reorganization or otherwise;

(g) To participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement;

(h) To extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and

(i) To pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

3.9 **Powers: Payment of Expenses.** The Trustees shall have full and complete power:

(a) To incur and pay charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for the carrying out any of the purposes of this Trust Agreement;

(b) To reimburse others for the payment therefore; and

(c) To pay appropriate compensation or fees from the funds of the Trust to persons with whom the Trust has contracted or transacted business.

The Trustees shall fix the compensation, if any, of all officers and employees of the Trust. In addition to lawful compensation, the Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Trust.

Notwithstanding any provision of this Trust Agreement to the contrary, in no event shall any expenses of administration of the Trust be payable from any source other than income received from the earnings of the Trust.

3.10 **Borrowing and Indebtedness.** The Trustees shall not incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness, except as expressly provided in Section 5.2(b) of this Trust Agreement.

3.11 **Deposits.** The Trustees shall have full and complete power to deposit, in such a manner as may now and hereafter be permitted by this Trust Agreement or applicable law, any monies or funds included in the Trust Property and intended to be used for the payment of expenses of the Trust or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the monies, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including, without limitation, Chapter 280, Florida Statutes.

3.12 **Valuation.**

The Trustees shall have full and complete power to conclusively determine in good faith the value of any of the Trust Property and to revalue the Trust Property as the Trustees deem appropriate consistent with the provisions of this Trust Agreement.

3.13 **Fiscal Year; Accounts.** The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this section, the fiscal year of the Trust shall terminate on June 30 and commence on July 1 of each calendar year.

3.14 **Self-Dealing Prohibited.**

(a) No Trustee, officer, employee or agent of the Trust shall cause or permit the Trust to make any investment or deposit, enter into any contract or other arrangement, or perform any act which confers or might reasonably be expected to confer any special benefit upon such person or any Affiliate of such person. The Trustees and any reviewing court should be guided by the provisions set for in the Code of Ethics for Public Officers and Employees (as set forth in Sections

112.313, 112.3143 and 112.3135, Florida Statutes, as may be amended from time to time) in construing whether actions undertaken improperly confer any special benefits.

(b) The Trust shall not enter into any investment transaction with any Affiliate of the Trust, or with the Advisor or the Administrator or any Affiliate thereof, or with any other officer, director, employee or agent of the Trust or any Affiliate thereof. Provided, however, the Trust may purchase and sell Permitted Investments from and to the Custodian or an Affiliate of the Custodian.

3.15 **Investment Program.** The Trustees shall use their best efforts to obtain, through the Advisor or other qualified persons, a continuing and suitable investment program, consistent with the investment policies and objectives of the Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Advisor or such other persons. Subject to the provisions of this Trust Agreement, the Trustees may delegate functions arising under this Section 3.15 to one or more of their number or to the Advisor.

3.16 **Power to Contract, Appoint, Retain and Employ.**

Subject to the provisions of this Trust Agreement, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any person of suitable qualifications and high repute to perform any or all of the following functions under the supervision of the Trustees:

(a) Serve as the Trust's investment advisor and consultant in connection with policy decisions made by the Trustees;

(b) Serve as the Trust's administrator or co-administrators;

(c) Furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments;

(d) Act as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable;

(e) Investigate, select, and, on behalf of the Trust, conduct or engage others to manage relations with persons acting in such capacities and pay appropriate fees to, and enter into appropriate contacts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of;

(f) Substitute any other person possessing the same minimum qualifications for any such person, such replacement to be made in the same manner as the original selection;

(g) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and

(h) Assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with Trustees.

3.17 **Indemnification.** The Trustees shall have full and complete power, to the extent permitted by applicable laws, to indemnify or enter into agreements with respect to indemnification with any person with whom the Trust has dealings, to such extent as the Trustees shall determine in accordance with law. The Trust is authorized to purchase insurance to provide such indemnification.

3.18 **Remedies.** Notwithstanding any provision in this Trust Agreement, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of the Trust, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.19 **Further Powers.** The Trustees shall have full and complete power to take all actions, do all such matters and things and execute all such agreements, documents and instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Trust Agreement, the presumption shall be in favor of a grant of power to the Trustees. No provision in this Trust Agreement, however, may be interpreted or construed in a manner which alters or reduces the duties of the Trustees to act as fiduciaries of the Trust. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

3.20 **Sovereign Immunity.** The Signatory Public Agencies, Participants and Investors consist of school districts or Public Agencies and, as such, they may be entitled to the benefits of sovereign immunity provided by Section 13, Art. X of the Florida Constitution and the laws of the State of Florida ("Sovereign Immunity"). Nothing contained in this Trust Agreement, whether by action or provisions hereof, shall constitute a waiver by a Signatory Public Agency, a Participant or Investor of any of the benefits of Sovereign Immunity. By way of example, and not by limitation, the participation of any Signatory Public Agency, Participant or Investor (or any Signatory Public Agency's, Participant's or Investor's officer, employee, agent or representative) on the Board of Trustees or in any action, determination, or vote under this Trust Agreement, shall not effect a waiver of any of the benefits of Sovereign Immunity.

ARTICLE IV- INVESTMENT ADVISOR, ADMINISTRATOR AND ADVISORY COMMITTEE

4.1 **Appointment.** The Trustees are responsible for implementing the investment policy and program of the Trust and for supervising the officers, agents, employees, investment advisors, administrators, distributors, and independent contractors of the Trust. The Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an

Investment Advisor (herein "Advisor") and an Administrator, and may grant or delegate such authority to the Advisor and the Administrator or to any other Person whose services are obtained by the Advisor or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries. The Trustees may also constitute an Advisory Committee to consider and review investment decisions and make recommendations to the Trustees, the Advisor and the Administrator.

4.2 **Duties of the Advisor.** The duties of the Advisor shall be those set forth in an Investment Advisory Agreement to be entered into between the Trust and the Advisor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement subject to the limitations contained therein. Subject to the terms of this Trust Agreement, the Trustees may authorize the Advisor to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Advisor, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Advisor to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Advisor. Nothing in this Trust Agreement or in the Investment Advisory Agreement shall limit or impair the right of the Trustees to terminate the said Investment Advisory Agreement for cause, or to suspend the authority of the Advisor to act for or on behalf of the Trust immediately upon written notice to the Advisor, upon a showing of reasonable cause to believe that the Advisor has committed a material breach of the Investment Advisory Agreement or any of its fiduciary obligations to the Trust.

4.3 **Duties of the Administrator.** The duties of the Administrator shall be those set forth in an Administration Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Administrator. Nothing in this Trust Agreement or in the Administration Agreement shall limit or impair the right of the Trustees to terminate the said Administration Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administration Agreement or any of its fiduciary obligations to the Trust.

4.4 **Successors.** In the event that, at any time, the position of Advisor or of Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Advisor or Administrator.

4.5 **Advisory Committee.** The Trustees may appoint an Advisory Committee to consider and review investment decisions to be made by the Trustees. The Advisory Committee shall be comprised of individuals who possess knowledge and expertise in the financial needs of public agencies which are participating in the Trust. The Advisory Committee members shall serve at the pleasure of the Trustees and may be removed at any time without cause. Advisory Committee members shall serve on the Advisory Committee until they are replaced, removed or they resign. The Advisory Committee will meet when deemed desirable and will keep minutes of its meetings and make periodic reports and recommendations to the Advisor and to the Board of Trustees.

ARTICLE V - INVESTMENTS

5.1 **Statement of Investment Policy and Objective.** Subject to the prohibitions and restrictions contained in Section 5.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the Trust safety of capital, liquidity of funds, and investment income, in that order, by investing in Permitted Investments in accordance with this Trust Agreement and any other applicable provisions of law, as the same may be amended from time to time.

5.2 **Restrictions Fundamental to the Trust.** Notwithstanding anything in this Trust Agreement which may be deemed to authorize the contrary, the Trust:

(a) May not make any investment other than investments authorized by this Trust Agreement and the Permitted Investments list, as the same may be amended from time to time. In the event of any such amendment, the Participants shall be provided with advance notice of the proposed change through posting on the website to be established by the Trust;

(b) May not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, and only as and to the extent permitted by law;

(c) May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending);

(d) May not hold or provide for the custody of any Trust Property in a manner not authorized by law or by any institution or person not authorized by law; and

(e) May not purchase securities or shares of investment companies or any entities similar to the Trust.

5.3 **Amendment of Restrictions.** The restrictions set forth in Section 5.2 hereof are fundamental to the operation and activities of the Trust and may not be changed without the consent of a majority of the Participants, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Trust to the laws of the State of Florida and the United States as they may from time to time be amended.

ARTICLE VI - LIMITATIONS OF LIABILITY

6.1 **Liability to Third Persons.** No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including without limitation, the Advisor, the Administrator, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust, except that each shall be liable for its, his or her bad faith, willful misconduct, gross negligence or reckless disregard of its, his or her duties or for its, his or her failure to act in good faith in the reasonable belief that its, his or her action was in the best interests of the Trust, and except that the Advisor and the Administrator shall each have liability for its, his or her willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Trust Agreement. All Persons other than the Trust shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, it, he or she shall not on account thereof be held to any personal liability. Provided, further, that notwithstanding anything in the foregoing to the contrary, any vendor, advisor, consultant, administrator, etc., employed by or under contract with the Trust, shall be responsible to the Trust and its Participants as intended beneficiaries, to perform in accordance with the standards imposed in a contract with such party, by operation of law, and specifically as provided by Section 736.0807, Florida Statutes, or by any successor to such section.

6.2 **Liability to the Trust or to the Participants or Investors.** No Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator and the Custodian) of the Trust shall be liable to the Trust or to any Participant, Investor, Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of its, his or her duties, and except that the Advisor shall have liability for the willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Trust Agreement; *provided, however*, that the provisions of this Section 6.2 shall not limit the liability of any agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

6.3 **Indemnification.**

(a) As used in this Section 6.3:

(1) "Trust Representative" means an individual who is or was a Trustee, officer, employee, or agent (including without limitation the Advisor, the Administrator, and the Custodian).

(2) "Expenses" includes attorney fees.

(3) “Liability" means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense incurred with respect to a proceeding.

(4) "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.

(5) Proceeding" means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(b) Except as provided in subsection (c) hereof, the Trust shall, to the extent of income or earnings of the Trust, indemnify against liability incurred in any proceeding by an individual made a party to the proceeding because of his status as a Trust Representative if he or she conducted him or herself in good faith, and (i) he or she reasonably believed that his or her conduct was in the Trust's best interests or, (ii) in the case of a criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

(c) In no event may the Trust indemnify the Advisor or the Administrator for expenses or liability arising out of any willful or negligent violation by either of them of the restrictions on investments of the Trust Property. Further, the Trust shall not indemnify any Trust Representative under this Section either (i) in connection with a proceeding by or in the right of the Trust in which the Trust Representative was adjudged liable to the Trust, or (ii) in connection with any proceeding charging improper personal benefit to him or her, in which such person was adjudged liable on the basis that personal benefit was improperly received by him or her in connection with a proceeding by or in the right of the Trust. Indemnification is in all cases limited to reasonable expenses incurred.

(d) Except as provided in subsection (c) of this Section, the termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in subsection (b) of this Section.

(e) No indemnification shall be made unless and until a specific determination has been made that indemnification is authorized under this Section 6.3. Such determination shall be made by the Board of Trustees by a majority vote of a quorum, which quorum shall consist of Trustees not parties to the proceeding. If such quorum cannot be obtained, the determination shall be made by a majority vote of a committee of Trustees designated by the Board of Trustees, which committee shall consist of two or more Trustees not party to the proceeding. Trustees who are parties to the proceeding may participate in designating Trustees for the committee. If the said quorum cannot be obtained or the committee cannot be established, or if such quorum is obtained or committee is designated and such quorum or committee so directs, the determination may be made by independent legal counsel selected by a vote of the Board of Trustees or the committee as specified above. If independent counsel determines that indemnification is required under this Section, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected such counsel.

(f) The Trust may pay for or reimburse the reasonable expenses incurred by a Trust Representative who is a party to a proceeding in advance of final disposition thereof if (i) the Trust Representative furnishes the Trust a written affirmation of his good faith belief that he or she has met the standard of conduct described in subsection (b) of this Section and a written undertaking executed personally to repay the advance if it is ultimately determined that indemnification is not authorized under this Section, and (ii) it is determined as provided in subsection (e) above that the facts then known would not preclude indemnification under this Section.

(g) Any indemnification of or advance of expenses to a Trust Representative pursuant to this Section shall be reported in writing to the Participants as soon as practicable, if such indemnification of or advance of expenses arises out of a proceeding by or on behalf of the Trust.

(h) No Trust Representative entitled to indemnification may take or be paid the same except out of the earnings of the Trust, and no Participant shall be personally liable to any such Trust Representative for all or any portion of such indemnity.

6.4 **Surety Bonds.** The Board of Trustees shall require the Trustees, the Advisor, the Administrator, any Custodian, the Auditor, and any other agent of the Trust deemed by the Trustees appropriate, to give such surety and other bonds as the Board of Trustees from time to time determines are necessary to protect the Trust. The cost of any and all such bonds shall be paid as an expense of administration of the Trust. Such bonds shall be underwritten by companies rated in the highest tier by a nationally recognized rating agency.

6.5 **Apparent Authority.** No purchaser, seller, transfer agent or other person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

6.6 **Representative Capacity; Recitals.** Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Trust only in his capacity as a Trustee under this Trust Agreement or in his or her capacity as an officer, employee or agent of the Trust. Any written instrument creating an obligation of the Trust shall refer to this Trust Agreement and shall contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Trust, and that only the Trust Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; *provided however*, that the omission of any recital pursuant to this Section 6.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Trust, or to void any obligations created in the instrument.

6.7 **Reliance on Experts.** Each Trustee and each 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 records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Advisor, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

6.8 **Insurance.** The Trustees shall obtain general and official liability and property damage insurance and errors and omission insurance for the protection of the Trust Property and the Trustees, Treasurers, Participants, officers, auditors, employees and agents of the Trust in the operation and conduct of the Trust in such amounts as the Board of Trustees deems adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates.

ARTICLE VII - INTERESTS OF PARTICIPANTS

7.1 **General.** The beneficial interests of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of all of the Participants, and the Participants shall have no individual interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as expressly provided in this Trust Agreement. Provided, further, that this provision shall not be interpreted or construed to modify or limit any of the rights of Participants expressed anywhere else in this Trust Agreement or as provided by law.

7.2 **Allocation of Investment Accounts.** The beneficial interests of the Participants and Investors hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants and Investors of the beneficial interests hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants and Investors is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant or Investor to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of all of the Participants and Investors, and the Participants and Investors shall have no individual interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as expressly provided in this Trust Agreement. Provided, further, that this provision shall not be interpreted or construed to modify or limit any of the rights of Participants or Investors expressed anywhere else in this Trust Agreement or as provided by law.

(a) The Trustees in their discretion may from time to time allocate monies, in addition to the then allocated investment values, to the Participants and Investors in such amount and in such type of consideration (including, without limitation, income from the investment of Trust Property), at such time or times (including, without limitation, each business day), and on such terms as the Trustees may deem best.

(b) Monies may be allocated only to a school district or Public Agency that has become a Participant of the Trust, or to an Investor in accordance with the terms of this Trust Agreement. A Participant or Investor may establish more than one account within the Trust for such Participant's or Investor's convenience.

(c) Unless otherwise determined by the Trustees pursuant to the Trust Agreement, the minimum amount of funds which may be maintained in an account in the Trust by a Participant or Investor at any one time shall be ten thousand dollars ($10,000.00).

7.3 **Evidence of Investment.** Evidence of each Participant's or Investor's investment shall be reflected in a Share Register maintained by or on behalf of the Trust, and the Trust shall not be required to issue certificates as evidence of Share allocation. The Trustees shall use their best efforts to make the Share Register available for review by Participants and Investors on a website to be established by the Trust.

7.4 **Redemptions.** Payments by the Trust to Participants or Investors are for convenience referred to in this Trust Agreement as "redemptions." Any and all of a Participant's or Investor's investment may be redeemed at the option of the Participant or Investor upon and subject to the terms and conditions provided in this Trust Agreement. The Trust shall, upon application of any Participant or Investor, promptly redeem such Participant's or Investor's investment equivalent to the proportionate interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be as adopted by the Trustees and as set forth in the Information Statement of the Trust, as the same may be amended from time to time; *provided, however*, except as set forth in Sections 7.5, 7.6 and 7.7, such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants or Investors to withdraw funds from the Trust by the redemption of a Participant's or Investor's investment, and *provided further* that no early withdrawal or other penalty charges shall be imposed upon any Participant or Investor for the redemption or withdrawal of its funds from the Trust. In the event of any disagreement between a Participant or Investor and the Trust regarding the amount of the distribution upon redemption by a Participant or Investor, the Trust's accountant shall be deemed the final arbitrator of such dispute and shall provide the Trustees and the Participant or Investor with documents disclosing the method of calculating the amount distributed.

7.5 **Suspension of Redemption; Postponement of Payment.** Each Participant, by its adoption of this Trust Agreement, and Investor who elects to invest in this Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for withdrawal of funds from the Trust for the whole or any part of any period:

(a) During which there shall have occurred any state of war, national emergency, act of God, banking moratorium or suspension of payments by banks in the State of Florida or any general suspension of trading or limitation of prices on the New York Stock Exchange or the American Stock Exchange (other than customary week-end and holiday closing); or

(b) During which any emergency situation exists, as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred, or it is not reasonably practicable for the Trust fairly to determine the value of its net assets.

Such suspension or postponement shall not alter or affect a Participant's or Investor’s beneficial interest hereunder or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in subsection (a) or in this subsection (b) shall have expired, as to which the determination of the Trustees shall be conclusive. In the case of a suspension of the right of redemption or a postponement of payment to a Participant or Investor, a Participant or Investor may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value existing after the termination of the suspension.

7.6 **Minimum Redemption.** The minimum amount which may be redeemed at any one time shall be ten thousand dollars ($10,000.00) at the option of a Participant or Investor.

7.7 **Defective Redemption Requests.** In the event that a Participant or Investor shall submit a request for the redemption of a greater amount than is then allocated to such Participant or Investor, such request shall not be honored and, each Participant, by its adoption of this Trust Agreement, or Investor, by making an investment in the Trust, agrees that the Trustees shall have full and complete power to redeem no more than the proportionate amount allocated to such Participant or Investor, at a redemption price determined in accordance with Section 7.4 hereof, sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

ARTICLE VIII - RECORD OF SHARES

8.1 **Share Register.** The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants and Investors (including both a post office address for regular United States mail and a valid electronic mail address), (ii) the number of Shares representing their respective beneficial interests hereunder, and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants and Investors to which the Shares are allocated. Only Participants or Investors whose allocation of Shares are recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant or Investor shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust who shall keep the Share Register for entry thereon.

8.2 **Registrar.** The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees the Share Register shall be kept by the Administrator which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the

8.3 **Owner of Record.** No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or Investor or otherwise, by operation of law, shall be recorded as the Participant or Investor to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant or Investor of record to which such Shares are allocated shall be deemed to be the Participant or Investor to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Trust shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

8.4 **No Transfers of Shares.** The beneficial interests measured by the shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption.

8.5 **Limitation of Fiduciary Responsibility.** The Trustees shall not, nor shall the Participants, Investors or any officer, registrar or other agent of the Trust, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such Shares by any Participant or Investor or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participant or Investor recorded as the Participant or Investor to which such Shares are allocated. The receipt of the Participant or Investor in whose name any Share is recorded or of the duly authorized agent of such Participant or Investor shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

8.6 **Notices.** Any and all notices to which Participants or Investors are hereunder entitled and any and all communications shall be deemed duly served or given if (a) mailed, postage prepaid, addressed to Participants or Investors of record at their last known post office addresses, or (b) sent by electronic mail addressed to the Participants or Investors of record at their last known electronic mail address, in each case as recorded in the Share Register provided for in Section 8.1 hereof. Copies of such notices shall be provided to the Financial Officer, Superintendent and School Board Chairperson of all districts which are Participants in the Trust.

ARTICLE IX – RECORDS AND REPORTS

9.1 **Inspection of Records.** The records of the Trust shall be open to inspection by any Participant or Investor at all reasonable business hours. The Trustees shall use their best efforts to communicate administrative and investment decisions to Participants and Investors through a website to be established by the Trust.

9.2 **Reports.** The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets, liabilities, operations, changes in investments and earnings thereon, and changes in net assets of the Trust, prepared in conformity with generally accepted accounting principles 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 Trust made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. The Participants and Investors shall be permitted to review the annual report submitted by the Trustees. This review is to establish that the Trust is operating in compliance with the Trust Agreement as set forth herein.

The Trustees shall keep accurate minutes of all meetings of the Board of Trustees and shall use best efforts to post such minutes on the website to be established by the Trust.

In addition, the Trustees shall furnish to the Participants and Investors at least quarterly an interim report prepared in conformity with generally accepted accounting principles containing an unaudited balance sheet of the Trust as at the end of such quarterly period and statements showing details of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X - TRUSTEES AND OFFICERS

10.1 **Number, Qualification and Succession of Trustees.**

(a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as herein provided.

(b) The number of Trustees shall initially be eight (8) voting Trustees and two (2) *ex officio* Trustees and shall thereafter be fixed from time to time by the mutual agreement of the Florida School Boards Association, Inc. (FSBA) and Florida Association of District School Superintendents, Inc. (FADSS), *provided, however,* that the number of Trustees shall at no time be less than three (3) or more than fifteen (15) *and provided further*, that the number of Trustees who are serving and have been appointed by FADSS and FSBA collectively shall always comprise a majority of the Trustees. No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his or her term. FSBA shall appoint four initial Trustees for a three year term and FADSS shall appoint four initial Trustees for a three year term. Thereafter, as terms expire, the original appointing organization will appoint successors. The Executive Director of the FSBA and the Executive Director of FADSS shall serve as *ex officio* Trustees with all of the powers of the other Trustees except for the power to vote on matters coming before the Board of Trustees. The Board of Trustees may create an application process in which a representative of a non-school related public agency which is participating in the Trust may be considered for appointment of a Trustee representing such non-school related participating public agency. The Board of Trustees may appoint up to three Trustees to represent non-school related participating public agencies.

(c) The Trustees shall be natural persons. All of the Trustees appointed by the FSBA shall be duly elected school board members. All of the Trustees appointed by FADSS shall be duly elected or appointed school superintendents. Trustees selected by the Board of Trustees as provided in subsection (b) above, shall be representatives of the non-school related participating public agencies.

(d) Trustees shall be appointed as provided in Section 10.4 hereof. No such appointment shall become effective, however, until the person appointed qualifies for such office by delivering to the Chairperson of the Board of Trustees a writing signed by him or her (i) accepting such appointment, and (ii) agreeing to be bound by the terms of this Trust Agreement. Qualification must be completed within twenty (20) days after such person is notified of his or her appointment, and failure to meet this requirement shall void the appointment.

(e) Whenever a vacancy in the number of Trustees shall occur until such vacancy is filled, the Trustees or Trustee continuing in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Trust Agreement; *provided, however,* that the number of remaining Trustees must be comprised of a majority of Trustees appointed by FADSS and FSBA collectively. If that is not the circumstance, FADSS and FSBA shall appoint successor Trustees to ensure that such majority status is maintained before powers may be exercised.

(f) Upon the appointment and qualification of any person to the office of Trustee, the Trust Property shall vest in such new Trustee without necessity of any further act or conveyance.

(g) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Trust.

10.2 **Organizational Trustees.** In accordance with Section 10.1(b), the following persons are appointed as initial Trustees:

FSBA: Bill Graham, Palm Beach County School Board

FSBA: Hazel Sellers, Polk County School Board

FSBA: Walter Miller, Manatee County School Board

FSBA: Dr. Al Williams, Volusia County School Board

FADSS: Dr. Joe Joyner, St. Johns County Superintendent

FADSS: Alberto Carvalho, Miami-Dade County Superintendent

FADSS: Ed Pratt-Dannals, Duval County Superintendent

FADSS: Dr. Alexis Tibbetts, Okaloosa County Superintendent

10.3 **Vacancies.**

(a) A Trustee's office shall be deemed vacant upon the occurrence of any one of the following events:

If a person who was duly appointed fails, neglects or refuses to qualify for office within twenty (20) days after the date he or she is notified of such appointment;

(ii) If a person who was duly appointed submits a written resignation to the Board of Trustees;

(iii) If a person who was duly appointed becomes disabled or dies during his or her term of office;

(iv) If a person who was duly appointed ceases to meet the requirements for the office of Trustee;

(v) If a person who was duly appointed is convicted of a felony or is or becomes the subject of an Order for Relief entered pursuant to the United States Bankruptcy Code (11 USC §§101 *et seq*.);

(vi) If a court of competent jurisdiction voids the appointment or removes a person duly appointed for any cause whatsoever, but only after his or her right to appeal has been waived or otherwise exhausted; or

(vii) If the person who was duly appointed is removed from office pursuant to Section 10.5 hereof.

(b) No vacancy in the office of any Trustee shall operate to annul this Trust Agreement or to revoke any existing agency created pursuant to the terms of this Trust Agreement, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of a vacancy in the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance.

10.4 **Appointment; Term of Office.**

(a) Trustees are appointed for terms of three years.

(b) Any vacancy on the Board of Trustees may be filled by an appointee qualified under the terms of this Trust Agreement selected by the FSBA or FADSS (depending on which organization appointed the departing Trustee), or for non-school related Trustees, selected by the Board of Trustees, but such appointment is valid only for the then unexpired portion of the term.

(c) A Trustee remains in office until a vacancy occurs in his or her office as provided in Section 10.3 hereof, or until his or her successor is duly appointed and qualifies for office.

10.5 **Resignation and Removal.**

(a) Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him or her and delivered to the Chairperson and such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.

(b) Any Trustee may be removed for good cause by action of two-thirds of the other Trustees.

(c) Upon ceasing to be a Trustee, such person shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

10.6 **Officers and Advisors.** The Trustees shall annually designate a Chairperson who shall be the Chief Executive Officer of the Trust and a Vice Chairperson, who shall have such duties as the Trustees shall deem advisable and appropriate. The positions of Chairperson and Vice Chairperson shall rotate between a Trustee appointed by the FSBA and a Trustee appointed by FADSS. The initial Chairperson, Bill Graham, is a Trustee who is appointed by the FSBA and the initial Vice Chairperson, Dr. Joe Joyner, is a Trustee who is appointed by FADSS. The Trustees may elect or appoint, from among their number or otherwise, a Treasurer and a Secretary, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the Chairperson to appoint, one or more Assistant Secretaries and Assistant Treasurers, and such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more officers, except those of Chairperson and Vice Chairperson, may be held by the same person. The Treasurer, the Secretary, the Advisor, the Administrator, the Custodian and Legal Counsel may attend meetings of the Trustees but, except in the case of a Treasurer or a Secretary who may be a member of the Board of Trustees, shall have no voting power.

10.7 **By-Laws; Quorum of Trustees.**

(a) The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Trust, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust. Notwithstanding the foregoing, absent adoption of By-Laws addressing the same, the Trustees may define the duties of the respective officers, agents, employees and representatives of the Trust, and such other matters regarding administration of the Trust not specifically addressed in this Trust Agreement, by resolution of the Board of Trustees.

(b) A quorum for the purposes of any meeting or vote of the Trustees shall consist of a majority of the Trustees entitled to vote at a meeting of the Board of Trustees.

ARTICLE XI -
DETERMINATION OF NET ASSET VALUE AND NET INCOME: DISTRIBUTIONS TO PARTICIPANTS AND INVESTORS

11.1 **Net Asset Value.** The net asset value of each allocated Share of the Trust shall be determined once on each business day at 8:00 a.m. Eastern Time for the prior business day, or such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in an Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Advisor, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

11.2 **Retained Reserves.** The Trustees may retain from the earnings of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust, the Participants and the Investors against contingent liabilities.

ARTICLE XII – CUSTODIAN

12.1 **Duties.** The Trustees shall employ a bank or trust company organized under the Laws of the United States of America as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in this Trust Agreement, the By-Laws of the Trust or otherwise determined by resolution of the Board of Trustees, to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian must be a qualified public depository as provided in Section 280.02, Florida Statute.

12.2 **Appointment.** The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian Agreement may be terminated at any time without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Custodian.

12.3 **Disbursement and Collection Agent.** The Trustees may also authorize the employment of a Disbursement and Collection Agent from time to time to perform acts and services upon such terms and conditions, as may be agreed upon between the Custodian and said agent and approved by the Trustees; *provided, however,* that, in every case, such Disbursement and Collection Agent shall be a bank or trust company duly organized under the laws of the United States of America or one of the states thereof and shall be a state designed qualified public depository.

12.4 **Successors.** In the event that at any time the Custodian or the Disbursement and Collection Agent shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement or disbursement and Collection Agreement, the Trustees shall appoint a successor thereto.

ARTICLE XIII - RECORDING OF TRUST AGREEMENT

13.1 **Recording.** This Trust Agreement and any amendments hereto shall be filed, registered, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Trustees may deem appropriate. Without limiting the generality of the foregoing, this Trust Agreement will be filed with the applicable circuit court or courts pursuant to Section 163.01, Florida Statutes and this Trust Agreement shall be effective upon such filing. Each amendment so filed, recorded or lodged shall be accompanied by a Certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Trust Agreement, containing or restating the original Trust Agreement and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Trust Agreement and the various amendments thereto.

ARTICLES XIV
AMENDMENTS TO TRUST AGREEMENT AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST

14.1 **Amendment to Trust Agreement or Permitted Investments List; Termination.**

(a) The provisions of this Trust Agreement and the Permitted Investments list may be amended or altered, or the Trust may be terminated, by the affirmative vote of a majority of the Trustees provided, however, the affirmative vote of two-thirds of the Trustees entitled to vote shall be required to enact any amendment which would change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the Trust, or which would diminish or eliminate any rights of the Participants or Investors. Substantive amendments to the limitations upon personal liability of the Participants, Investors and Trustees and to the prohibition of assessments upon Participants or Investors shall require the unanimous approval of all Trustees entitled to vote. No liability shall attach to the Trustees, however, for any failure or refusal on their part to act pursuant to the power granted in this subsection (a).

(b) Upon the termination of the Trust pursuant to this Section 14.1, the Trust shall carry on no business except for the purpose of winding up its affairs, (ii) the Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Trust Agreement shall continue until the affairs of the Trust shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs, *provided, however*, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Trustees entitled to vote thereon, and (iii) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the Trust and distribution to the Participants and Investors as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants and Investors shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Trustees as aforesaid or a copy of the Trust Agreement, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

14.2 **Duration.** The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIV.

ARTICLE XV – MISCELLANEOUS

15.1 **Governing Law.** This Trust Agreement is executed by the Signatory Public Agencies 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 (without regard to its conflicts of law rules). Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Trust Agreement shall lie in a court of competent jurisdiction in Leon County, Florida.

15.2 **Counterparts.** This Trust Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

15.3 **Reliance by Third Parties.** Any certificate executed by an individual who according to the then current records of the Trust appears to be a Trustee, the Secretary or the Treasurer of the Trust, certifying to (a) the number or identity of Trustees, Participants or Investors, (b) the due authorization of the execution of any instrument or writing, (c) the results of any vote of Trustees, Participants or Investors, (d) the fact that the number of Trustees, Participants or Investors present at any meeting or executing any written instrument satisfies the requirements of this Trust Agreement, or (e) the form of any By-Laws adopted by, or the identity of any officers or any facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person.

15.4 **Provisions in Conflict with Law.** The provisions of this Trust Agreement are severable, and if the Trustees shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or Florida laws, those conflicting provisions shall be deemed never to have constituted a part of this Trust Agreement, *provided, however*, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Trust Agreement or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

15.5 **Section Headings.** Any headings preceding the text of the several Articles and Sections of the Trust 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 Indenture of Trust nor affect its meaning, construction or effect.

15.6 **Adoption by School Districts or Other Local Government Entities; Written Investment Policies of Participants and Investors; Resignation and Withdrawal of Participants.**

(a) Any school district or Public Agency meeting the requirements hereof may become a Participant of this Trust by (i) taking all required official action to adopt and authorize the execution of this Trust Agreement including, without limitation, adopting a written investment policy consistent with this Trust Agreement and the Permitted Investments list or amending or modifying any existing written investment policy not consistent with this Trust Agreement or the Permitted Investments list, and (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken. A copy of this Trust Agreement may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section.

(b) Any school district or Public Agency may become an Investor in this Trust without becoming a Participant by (i) taking all required official action by resolution to adopt a written investment policy consistent with the Trust Agreement and the Permitted Investments list or amending or modifying any existing written investment policy not consistent with this Trust Agreement or the Permitted Investments list, and (ii) furnishing the Trustees with a copy of such investment policy.

(c) Any unit of local government authorized by Section 218.415(17), Florida Statutes, to invest in an intergovernmental investment pool authorized by the Florida Interlocal Cooperation Act without adopting a written investment policy may become an Investor in this Trust without becoming a Participant by (i) providing the Trustees with satisfactory information establishing entitlement to make an investment and (ii) furnishing the Trustees with a statement agreeing to abide by the terms of this Trust and the Permitted Investments list as such terms may be modified from time to time.

(d) By joining in or adopting this Trust Agreement, each Participant agrees that it will maintain a written investment policy consistent with the provisions of this Trust Agreement and the Permitted Investments list, as each of the same is amended from time to time. By making an investment in the Trust, each Investor with a written investment policy agrees that it will maintain such policy consistent with the provisions of this Trust Agreement and the Permitted Investments list as each of the same is amended from time to time.

(e) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the Chairman of the Trust and the Administrator and by requesting the redemption of all Shares then held by it or in accordance with any other procedure authorized by the Trustees or Board of Participants. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Trust Agreement or terminate the existence of the Trust.

IN WITNESS WHEREOF, the school districts or Public Agencies of the State of Florida acting in the capacity of Signatory Public Agencies of the Trust have executed this Trust Agreement together with the Trustees by the execution of the addenda, which are attached to this Trust Agreement. By the execution of the addenda, the respective Trustees and Signatory Public Agencies are intending to adopt and be bound by the terms of this Trust Agreement.

RESOLUTION 2017-09

EXHIBIT B

FLORIDA Education Investment Trust Fund

Florida Education Investment Trust Fund

Signatory Public Agency Addendum

BY THESE PRESENTS, the undersigned certify that the Public Agency has taken action to become a Signatory Public Agency of the Florida Education Investment Trust Fund, solely for the purpose of establishing the Trust Agreement as an interlocal agreement as authorize Section 163.01, Florida Statutes.

The approval and execution of this Addendum to the Trust Agreement shall neither require nor serve to obligate the Public Agency to invest funds in the Trust nor shall it be deemed to designate the Public Agency as a Participant in the investment programs of the Trust.

WHEREFORE, the Public Agency by these presents authorizes the Public Agency to be a Signatory Public Agency of the Florida Education Investment Trust Fund.

Dated this the______ day of ________________________, 20__.

____

Name of Public Agency

By: ____

Authorized Signatory

Attest: ____