

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE CITY OF LAKE WORTH
a Municipal Corporation

ATTEST:

Danula J. Ropz

By: [Signature]



approved as to Form and Legality

By: Elaine A. Humphreys
Elaine A. Humphreys
City Attorney

#9828727_v4

RECEIVED

SEP 16 2011

FGU

RESOLUTION NO. 28-2011 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT TO BE EXECUTED AMONG THE MEMBERS OF FLORIDA GAS UTILITY; PROVIDING CERTAIN AUTHORIZATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO.

WHEREAS, the City of Lake Worth, Florida, has entered into an Interlocal Agreement dated September 1, 1989, as amended on June 1, 1992 and restated by the Second Amended and Restated Interlocal Agreement dated July 27, 1999 (the "Interlocal Agreement"), with other member cities, authorities and public agency ("Members") for the purpose of organizing Florida Gas Utility ("FGU") as a public body corporate and politic, for the purchase of natural gas and the performance of other activities; and

WHEREAS, the City has participated with FGU and the other Members with respect to the organization of FGU under the Florida Interlocal Corporation Act, Section 163.01, Florida Statutes, and the adoption of its policies and procedures, pursuant to which the City and the other Members are bound; and

WHEREAS, FGU has been duly organized pursuant to the Interlocal Agreement and has approved and provided its Members a Third Amended and Restated Interlocal Agreement in the form attached hereto as Exhibit A, as it may be modified or amended as provided therein (the "Third Amended and Restated Interlocal Agreement"), for consideration and execution among its Members, to be its governing document; and

WHEREAS, the Board of FGU, by resolution, unanimously adopted at a meeting duly called and held on March 25, 2011, and at which Members holding 70% of the weighted voting rights were present and voting throughout, approved the form of the Third Amended and Restated Interlocal Agreement, subject to the execution thereof by all Members of FGU and the filing thereof with the Clerk of the Circuit Court of Alachua County, Florida.

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

Section 1: Authority. This Resolution is adopted pursuant to the Constitution and laws of the State of Florida, including, particularly, Section 163.01, Florida Statutes, and Chapter 166, Florida Statutes.

Section 2: Definitions. Unless the context otherwise requires, all terms used herein in capitalized form shall have the same meanings ascribed to such terms in the Third Amended and Restated Interlocal Agreement.

Section 3: Findings. It is hereby ascertained, determined and declared that the City is authorized under the authority cited above to approve the form and authorize the execution and delivery of the Third Amended and Restated Interlocal Agreement in the manner herein provided.

Section 4: Approval of Third Amended and Restated Interlocal Agreement. The Third Amended and Restated Interlocal Agreement, in substantially the form attached hereto as Exhibit A, is hereby approved, subject to such changes, insertions and omissions and filling in of blanks therein as may be approved and made to such form of Third Amended and Restated Interlocal Agreement by the officers of the City designated below executing the same and upon execution by all Members (together or in counterparts), shall be filed in the public records as required by law. The Third Amended and Restated Interlocal Agreement shall be dated as of March 25, 2011, the date of approval thereof by the FGU Board, and shall become effective upon the due execution by all Members of FGU and the filing thereof with the Clerk of the Circuit Court of Alachua County, Florida.

Section 5: Authorizations Concerning Third Amended and Restated Interlocal Agreement.

A. The Mayor and the City Clerk shall be and are hereby authorized to execute the Third Amended and Restated Interlocal Agreement for and on behalf of the City pursuant to the terms hereof, in substantially the forms attached hereto as Exhibit A with such changes, insertions and omissions and filling in of blanks therein as the Mayor or Mayor Pro Tem may approve, such approval to be conclusively evidenced by the execution thereof.

B. The Mayor, City Clerk, City Manager, Finance Director, Utilities Director, and such other officers and employees of the City as may be designated by the Mayor or Mayor Pro Tem, including the representatives of the City on the Board of Directors or Executive Committee of FGU, are each designated as agents of the City in connection with the issuance and delivery of the Third Amended and Restated Interlocal Agreement and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery thereof, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 6: Repeal of Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

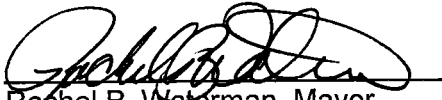
Section 7: Effective Date. This Resolution shall become effective immediately upon its adoption.

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

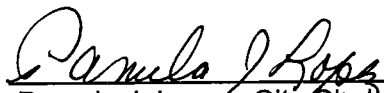
Mayor Rachel B. Waterman	AYE
Vice Mayor Suzanne Mulvehill	AYE
Commissioner Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Jo-Ann Golden	AYE

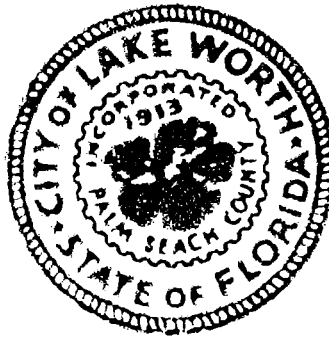
The Mayor thereupon declared this Resolution duly passed and adopted this 16th day of August, 2011.

LAKE WORTH CITY COMMISSION

By: 
Rachel B. Waterman, Mayor

ATTEST:


Pamela J. Lopez, City Clerk



DOCUMENT OF ASSUMPTION

THIS DOCUMENT OF ASSUMPTION, agreed to this 5 day of Aug., by the City of Lake Worth, Florida and Florida Gas Utility (FGU);

WITNESSETH:

WHEREAS, by Interlocal Agreement dated September 1, 1989, the cities of Gainesville, Homestead, Kissimmee, Sebring and Starke, Florida, formed an interlocal entity known as Florida Gas Utility for the purposes therein stated; and

WHEREAS, the City of Lake Worth, Florida desires to become a member of FGU entitled to all the rights and subject to all the obligations of members thereof as provided in said interlocal agreement; and

WHEREAS, a vote of the majority of the members of the Board of FGU approved the City of Lake Worth for membership in FGU; and

WHEREAS, the City of Lake Worth meets the criteria of Florida Statute 163.01 for membership in FGU and upon execution of this Document of Assumption will be fully qualified for membership in FGU;

NOW THEREFORE, in consideration of the foregoing and the admission of the City of Lake Worth into membership in the FGU, the City of Lake Worth and FGU agree as follows:

Section 1. The City of Lake Worth hereby assumes all the obligations and responsibilities of membership in FGU as set forth in the Interlocal Agreement, dated September 1, 1989, as amended, which is by this reference made a part of this document.

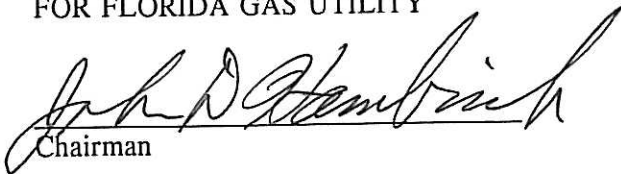
Section 2. Within thirty days of receipt of an invoice from FGU, the City of Lake Worth shall pay \$2,662.37 which represents Lake Worth's share of start-up costs. As provided for in the Interlocal Agreement, any assessment for start-up costs applied to new members will be reallocated to current members. Should any additional members be added, the City of Lake Worth will be reimbursed a proportionate share of any new member's contribution.

Section 3. FGU shall provide the City of Lake Worth with all documents necessary for initiating service to the City of Lake Worth.

Section 4. This agreement shall become effective as of the date stated above.

IN WITNESS WHEREOF, the City of Lake Worth and FGU have entered into this agreement and have caused it to be executed by their duly authorized officers.

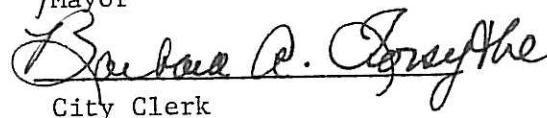
FOR FLORIDA GAS UTILITY


Chairman

fgu:\wp\fgu\jul\assump.lwr

FOR THE CITY OF LAKE WORTH


Mayor


City Clerk

1.3

RETURN TO

Florida Gas Utility
P.O. Box 147117
Station A137
Gainesville, FL 32614-7117

RECORDED
OFFICIAL RECORDS
92 JUL 31 AM 9:43

AUG - 5 1992

AMENDED INTERLOCAL AGREEMENT

CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL.

OFFICE OF PUBLIC UTILITIES

THIS AMENDED INTERLOCAL AGREEMENT, made and entered into this

1st day of June, 1992, by and between the cities and/or the utility authorities of Gainesville, Homestead, Kissimmee, Sebring, Starke, Vero Beach, St. Cloud, Lake Worth, Lake City, Chipley, and Marianna, Florida, and which may be subsequently entered into by assumption of the rights and responsibilities of this Amended Interlocal Agreement by other cities or utility authorities from time to time pursuant to Section 7 hereof,

W I T N E S S E T H:

WHEREAS, Florida Gas Utility was formed by Interlocal Agreement on September 1, 1989; and

WHEREAS, the parties entering into the above described Agreement have agreed to modifications to the Agreement to reflect agreed upon changes to the organizational structure of Florida Gas Utility; and

WHEREAS, the parties have agreed to certain other modifications which are necessary to implement the agreed upon Long-Term Business Plan of Florida Gas Utility.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits to flow to each other, and to the citizens of the State, and in consideration of the mutual covenants, promises and agreements herein contained, the Users hereby agree with each other to amend the Interlocal Agreement as follows:

Section 1: Purpose of Agreement.

The purpose of this Agreement is to create a legal entity composed of the Users to be known as Florida Gas Utility (FGU). FGU shall be governed by a board of directors and executive committee. The board shall be composed of one member from each of the Users, from which the members shall elect a Chairman who shall serve at the will of the Board. The Chairman and the members of the board shall be known as the Florida Gas Utility Board of Directors, hereinafter called the "Board" or "Board of Directors". The executive committee, hereinafter "Executive Committee" shall be selected by the Board of Directors as set forth in Section 3.

The Board shall establish policies necessary for FGU to provide fuel on a regional basis where needed to any of the Users or other customers for delivery to and by the use of existing facilities of each User or utility owned by each User or other customer and to any expansion or extensions thereof, as well as all new facilities that may later come into existence, as provided for in contracts between each User or other customer and FGU; and to purchase or otherwise acquire fuel from Users, other customers, gas producers, marketers, pipelines or other entity. The Board shall also approve the annual budget and any revision to the annual budget for FGU, any change to the interlocal agreement, the schedule of fees and charges, the membership policy included in the FGU By-Laws, and the adoption and amendment of the By-Laws.

To accomplish these purposes, the Users respectively and mutually agree with each other to comply with and abide by all policies as may be established by the Board and operating procedures as established by the Executive Committee; subject at all times, however, to the contractual rights of the holders of the revenue obligations of each of the Users. Membership

in FGU shall not impair any User's right to contract with third parties outside FGU for sales and purchases of gas.

Section 2: Duration.

This agreement shall continue in existence until it is terminated by majority action of the Users, as provided in Section 3.

Section 3: Powers and Procedures.

The Board shall meet immediately and select a Chairman in accordance with the voting procedures specified below. The Chairman's function will be to conduct all business meetings of the Board and preside over meetings of the Executive Committee and to perform other activities as directed by the Board.

The Board shall meet at least one time per year. Additional Board meetings may be called by the Executive Committee or at the request of at least four (4) Members of the Board.

A quorum for the purpose of transacting business of FGU by the Board shall be sixty percent (60%) of the members of the Board. The vote of seventy percent (70%) of the votes of the members of the Board who are present (in person or by written proxy) shall be necessary to decide any question. The concurring vote on any subject that is not unanimous will be based on the weighted votes of each User according to each User's percentage of total annual entitlements assigned to FGU according to the following schedule:

1. Membership in FGU will entitle each User to one (1) vote.

2. If any User has ceded or transferred some or all of its FGT gas transportation entitlements to FGU and if the percentage of its FGT gas transportation entitlement compared to the total of all of FGU's gas transportation entitlements is equal to or less than five (5 %) percent of FGU's total FGT transportation entitlements, then that User will be entitled to one (1) additional vote.

3. If the percentage of any User's FGT gas transportation entitlements transferred or ceded to FGU is greater than five (5 %) percent but less than twenty (20 %) percent of FGU's total FGT gas transportation entitlements, then that User will be entitled to two (2) additional votes.

4. If the percentage of any User's FGT gas transportation entitlements transferred or ceded to FGU is equal to or greater than twenty (20 %) percent of FGU's total FGT gas transportation entitlements, then that User will be entitled to three (3) additional votes.

5. Users not receiving additional votes under paragraphs 2, 3, and/or 4 shall nevertheless be entitled to one additional vote if that User contracts with FGU to purchase gas for such User.

In no event shall any member have less than one (1) vote nor more than four (4) votes.

FGU, as directed by the Board, shall adopt By-Laws, rules, regulations and policies to govern its actions and procedures. FGU may, in addition to its other powers, make and enter into contracts in its own name, employ agencies or employees and incur debts,

liabilities or obligations which do not constitute the debts, liabilities or obligations of any of the parties to this agreement, upon approval of the Board.

FGU shall have the authority, independently or with the assistance of any of the participating parties hereto to enforce all rules, regulations and policies adopted under the authority of this Agreement and may resort to any necessary legal process for this purpose. FGU shall have such additional powers as are by resolution or agreement lawfully delegated to it by any User or other entity or as determined by the Board.

It is not the purpose of this Agreement to transfer ownership of any existing electric facility or gas distribution facility or other entity from any User or other entity to FGU.

The Board of Directors shall select the members of the Executive Committee based on nominations from a nominating committee selected by the Chairman and on nominations from the floor. Each member of the Executive Committee shall be a User. Members of the Executive Committee shall be subject to recall by the Board regardless of whether or not the Member's term has expired. The terms of the initial Committee members, subsequent Committee members and the method for recall of members shall be as designated in the By-Laws. The Board shall select, recall and replace members of the Executive Committee in accordance with the By-Laws. The Executive Committee shall approve all operating procedures used by FGU in the administration of natural gas purchasing, transfers, and sales by FGU to each User or other customer or other entity. The Executive Committee shall be composed of two members of the Board representing municipal gas distributors (LDCs), two members of the Board representing municipal electric power generators, and two members of the Board

representing municipalities that are both electric power generators and gas distributors. Members of the Executive Committee shall serve at the will of the Board. The Executive Committee shall meet at least one time per quarter or more often if necessary upon call of the Chairman or upon request of two (2) or more members of the Committee. Four members of the Committee shall constitute a quorum. Each member of the Executive Committee will have one vote. The Chairman may serve as a member of the Executive Committee, in which case the Chairman will have one vote as the member of the Executive Committee and an additional vote to break a tie vote.

The Executive Committee shall establish all operating procedures necessary to conduct the daily business of FGU and shall have the authority to approve all contracts on behalf of the Board and to delegate the approval of operational contracts as necessary to facilitate the daily business of FGU. The Executive Committee shall have the authority to direct the Chairman of the Board to execute all organizational contracts approved in accordance with this interlocal agreement or the By-Laws and to direct FGU's staff to execute all operational contracts whether specifically approved by the Executive Committee or approved by staff in accordance with operating procedures established by the Executive Committee.

The Executive Committee may accept and disburse funds for FGU on behalf of the Board which are appropriated to FGU either by any governmental body or from whatever source.

The Executive Committee may apply for and receive grants and donations of all kinds on behalf of FGU, and it may expend all such funds for any lawful purpose consistent with the general purposes and policy of the Board.

Section 4: Recovery of Costs.

Each User will be obligated to reimburse FGU for all of the out-of-pocket gas supply and transportation costs incurred for the primary benefit of each User. FGU shall be a not-for-profit entity, whose actual operating costs will be reimbursed by the Users and customers in accordance with policies adopted by the Board.

After all expenses and obligations of purchasing and delivering fuel to the Users and customers are provided for, any surplus revenue over and above expenses of FGU will be proportionately returned to the Users or other entity in accordance with policies adopted by the Board.

Section 5: Filing with Clerk of Circuit Court.

A copy of this Agreement and all subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of each County in which each of the Users is located and with such other agencies of the State of Florida as may be required by law.

Section 6: Amendments.

This Agreement may be amended when initiated by any Board member by notifying the Board and providing the text of the proposed change in writing to the Board at least twenty (20) working days prior to a vote thereon. No proposed amendment shall be effective unless approved by a weighted vote of 70% of the members of FGU as specified in Section 3.

Section 7. Adding or Withdrawal of Users.

New Users may be added to FGU as provided in the By-Laws or as otherwise authorized by the Board. Any User may resign as a member of FGU as provided in the By-Laws or as otherwise authorized by the Board.

Upon compliance with the provisions for resignation as provided in the By-Laws and all applicable regulatory requirements, and to the extent permitted by law or regulation, FGU will transfer or cede back to the departing User the gas entitlements that the User transferred or ceded to FGU as well as the User's proportional share of any new entitlements secured by FGU for all FGU Users. Such resignation will not extinguish the User's obligation to make payments to FGU for all expenses incurred by FGU for the benefit of the User.

Section 8: Authority to Change the Chairman or Member(s) of the Executive Committee.

The Board may replace any Chairman or member of the Executive Committee by designating a new Chairman or member by majority vote of the Board, in accordance with Section 3.

Section 9: Prohibited Acts Regarding Routine Functions.

Except for routine communication between each user or other entity and for the purpose of inquiry, the Board and Executive Committee and its members shall deal with the fuel purchasing, transportation, dispatching and accounting affairs of the FGU solely through the Chairman; and neither the Board nor the Executive Committee nor any member thereof shall give orders to any agents, consultants, or staff, either publicly or privately.

Section 10. Effect on Prior Agreement

This Agreement supersedes and shall take the place of the Interlocal Agreement dated September 1, 1989.

Section 11: Effective Date.

This Agreement shall take effect immediately upon its being filed as provided in Section 163.01 (11), Florida Statutes.

IN WITNESS WHEREOF, the Users have entered into this Agreement and have caused it to be executed by their duly authorized officers.

w:\u6000\prml\wp\fgu\bylaws\amend.fgu

THE CITY OF CHIPLEY
A Municipal Corporation

ATTEST:

David Buchanan

BY: Marvin Ingram

Approved as to Form and Legality

BY: _____

THE CITY OF GAINESVILLE
A Municipal Corporation

ATTEST:

Jamie J. Henley

BY:

Michael H. Kyf
General Manager

Approved as to Form and Legality

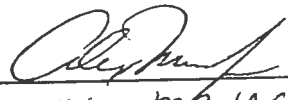
BY:

Kayul O. Jones
Utilities Attorney

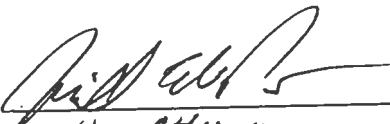
THE CITY OF HOMESTEAD
A Municipal Corporation

ATTEST:

Velva J. Burch
CITY CLERK

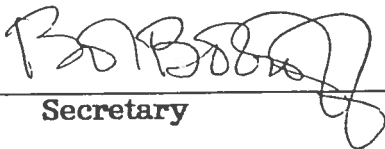
BY: 
CITY MANAGER 4-29-92

Approved as to Form and Legality

BY: 
CITY ATTORNEY

KISSIMMEE UTILITY AUTHORITY

ATTEST:



Secretary

BY: 

Chairman

Approved as to Form and Legality

BY: 

KUA Attorney

THE CITY OF LAKE CITY
A Municipal Corporation

ATTEST:

Janet Munch
City Clerk

BY: T. Gerald Witt
MAYOR

Approved as to Form and Legality

BY: Kim L. F. Early
CITY ATTORNEY

THE CITY OF LAKE WORTH
A Municipal Corporation

ATTEST:

Barbara C. Graybe
City Clerk

BY: Ronald E. Estline
Mayor



Approved as to Form and Legality

BY: Alan Fallik
City Attorney

THE CITY OF MARIANNA
A Municipal Corporation

ATTEST:

Sharon Hawkins

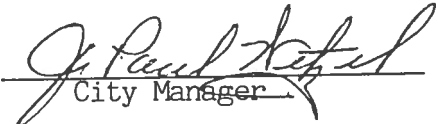
BY: Chuck Lobenz

Approved as to Form and Legality

BY: Heuman D. Lecomore
City Attorney

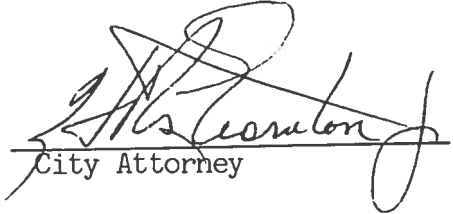
THE CITY OF ST. CLOUD
A Municipal Corporation

ATTEST:


City Manager

BY: 
Mayor

Approved as to Form and Legality

BY: 
City Attorney

THE CITY OF STARKE
A Municipal Corporation

ATTEST:

Diane Tierney
Diane Tierney
Deputy City Clerk

BY: Vernon D. Silcox
Vernon D. Silcox
Mayor/Commissioner

Approved as to Form and Legality

BY: Terence M. Brown
Terence M. Brown PA
City Attorney

THE CITY OF VERO BEACH
A Municipal Corporation

ATTEST:

Phyllis A. Neuburger
City Clerk

BY: Jay Smith
Mayor

Approved as to technical
requirements:

BY: J.M. Harris
City Manager

Approved as to Form and Legality

BY: Paula Brantley
City Attorney