

[FORM OF INTERLOCAL AGREEMENT]

This instrument was prepared by or under the supervision of (and after recording should be returned to):

(Space reserved for Clerk of Court)

Grace E. Dunlap, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33762

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is dated as of _____ 1, 2015, and is entered into between the PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (d/b/a the Pinellas County Economic Development Authority), an industrial development authority (the "Issuer") created by Pinellas County, Florida ("Pinellas County") under the laws of the State of Florida, and _____, a **[body corporate and politic organized]** and existing under the provisions and laws of the State of Florida (the "Public Agency"), and consented to by Volunteers of America of Florida, Inc. (the "Borrower"), a Florida not-for-profit corporation;

WITNESSETH:

WHEREAS, the Issuer and the Public Agency each represent to the other that pursuant to applicable provisions of law, including Chapter 159, Parts II and III, Florida Statutes, it is authorized to issue Industrial Development Revenue Bonds to finance or refinance the acquisition, construction, equipping, renovation and expansion of social service facilities for private, not-for-profit corporations in accordance with such applicable provisions of law; and

WHEREAS, the Issuer and the Public Agency each constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, the Borrower has requested that the Issuer and the Public Agency enter into this Agreement to authorize the Issuer to issue its Industrial Development Revenue Bonds (Volunteers of America Project), Series 2015 in a principal amount not exceeding \$4,500,000 (such Revenue Bonds, together with any obligation issued to refund the indebtedness evidenced by such Revenue Bonds, are hereinafter referred to, collectively, as the "Revenue Bonds") to finance, refinance and/or reimburse the costs of certain social service facilities in Pinellas County to manage and administer the Borrower's operations to provide housing and services for veterans and other displaced families (the "Pinellas County Project") and finance

and refinance other social service facilities in [Leon County, Brevard County and Manatee County] (the "Other Projects"). The proceeds in an amount not to exceed \$_____ in principal amount of said Revenue Bonds are to be applied to refinance the projects described in Exhibit A hereto; and

WHEREAS, such financing through a single plan of finance consisting of the issuance of one series of Revenue Bonds by the Issuer to finance the Pinellas County Project and the Other Projects (as described on Exhibit A) will result in significant cost savings to the Borrower when compared to the costs of the issuance and sale of separate Revenue Bonds by the Issuer and by the various counties and/or cities in which the various portions of the qualifying projects are located to finance or refinance such qualifying projects, including the Pinellas County Project; and

WHEREAS, the Issuer and the Public Agency have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on _____, 2015, the Issuer approved the issuance of the Revenue Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement by the Issuer; and

WHEREAS, on _____, 2015, the Board of County Commissioners of Pinellas County, Florida (the "Board of County Commissioners" approved the issuance of the Revenue Bonds by the Issuer and approved the execution and delivery of this Agreement by the Issuer; and

WHEREAS, on _____, 2015, the Public Agency approved the execution and delivery of this Agreement and the issuance of the Revenue Bonds by the Issuer and application of a portion of the proceeds of the Revenue Bonds to refinance the Pinellas County Project and the Other Projects, including the _____ (the "_____ Project"); and

WHEREAS, on _____, 2015, the Public Agency approved the issuance of the Revenue Bonds by the Issuer and the application of a portion of the proceeds thereof to finance or refinance the _____ Project; and

WHEREAS, the Interlocal Act authorizes the Issuer and the Public Agency to enter into this Agreement and confers upon the Issuer authorization to issue the Revenue Bonds and to apply the proceeds thereof to refund certain debt in order to refinance the Pinellas County Project and the Other Projects through a loan of such proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Revenue Bonds by the Issuer for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Borrower has agreed to indemnify the Issuer and the Public Agency and to pay any costs in connection with the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Revenue Bonds. The Issuer and the Public Agency do hereby agree that the Issuer is hereby authorized to issue the Revenue Bonds in a principal amount not exceeding \$4,500,000 and to loan the proceeds thereof to the Borrower to finance or refinance the qualifying projects described above, including the Pinellas County Project and the Other Projects. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Revenue Bonds vested in the Public Agency pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the Public Agency which are necessary or convenient for the issuance of the Revenue Bonds. It is the intent of this Agreement and the parties hereto that the Issuer be vested, to the maximum extent permitted by law, with all powers which the Public Agency might exercise with respect to the issuance of the Revenue Bonds and the lending of the proceeds thereof to the Borrower to finance or refinance the Pinellas County Project and the Other Projects as though the Public Agency were issuing such Revenue Bonds as its own special limited obligation.

SECTION 2. Qualifying Project.

A. The Issuer hereby represents, determines and agrees as follows:

1. The Pinellas County Project constitutes a "project" as such term is used in Chapter 159, Part II, Florida Statutes.

2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Pinellas County Project, and to serve the purposes of Chapter 159, Part II, Florida Statutes and such other responsibilities as may be imposed under the financing agreement.

3. Adequate provision will be made in the financing agreements for the operation, repair, and maintenance of the Pinellas County Project at the expense of the Borrower and for the payment of principal of and interest on the Revenue Bonds.

4. The Borrower has represented to the Issuer that the Borrower expects to expend up to \$_____ (including related financing costs) to refinance the Pinellas County Project.

5. A public hearing was held on _____, 2015 by the Board of County Commissioners during which comments concerning the issuance of the Revenue Bonds by the Board of County Commissioners to finance or refinance the Pinellas County Project were requested and could be heard.

B. The Public Agency hereby represents, determines and agrees as follows:

1. The _____ Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the Public Agency shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida and its people.

2. The Public Agency will be able to cope satisfactorily with the impact of the _____ Project and will be able to continue to provide the public facilities, including utilities and public services, that will be necessary for the continued operation, repair, and maintenance of the _____ Project and on account of any increases in population or other circumstances resulting therefrom.

3. A public hearing was held on _____, 2015, by the Public Agency during which comments concerning approval by the Public Agency of the issuance of the Revenue Bonds by the Issuer to finance and refinance the _____ Project were requested and could be heard.

4. The Public Agency approved the issuance of the Revenue Bonds by the Issuer and the use of the proceeds thereof to finance and refinance the _____ Project at a meeting on _____, 2015.

SECTION 3. No Pecuniary Liability of the Public Agency: Limited Obligation of the Issuer. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the Public Agency hereunder, nor the Revenue Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Issuer, Pinellas County or the Public Agency. The Revenue Bonds when issued, and the interest thereon, shall be a limited and special obligation of the Issuer payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Issuer, Pinellas County or the Public Agency in his or her individual capacity and no member, officer, agent or employee of the Issuer, Pinellas County or the Public Agency shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or the issuance of the Revenue Bonds.

SECTION 5. Allocation of Responsibilities. The Issuer shall take all actions it deems necessary or appropriate in connection with the issuance of the Revenue Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Revenue Bonds and the establishment of any funds and accounts pursuant to a financing agreement related to the Revenue Bonds.

Neither the Issuer, Pinellas County nor the Public Agency shall be liable for the costs of issuing the Revenue Bonds or the costs incurred by any of them in connection with the preparation, review, execution or approval of this Interlocal Agreement or any documentation or opinions required to be delivered in connection therewith by the Issuer, Pinellas County or the Public Agency or counsel to any of them. All of such costs shall be paid from the proceeds of the Revenue Bonds or from other moneys of the Borrower.

SECTION 6. Indemnity. The Borrower, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the Issuer and the Public Agency, and their respective elected and appointed officials, members, officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Revenue Bonds.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Revenue Bonds, or any Revenue Bonds refunding the same, remains outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Pinellas County, Florida, and with the Clerk of the Circuit Court of _____ County, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. Approval. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Pinellas County Project or the Other Projects, (ii) a recommendation to any prospective purchaser to purchase the Revenue Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Revenue Bonds, or (iv) approval of any necessary rezoning applications or

approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Pinellas County Project or the Other Projects, and the parties hereto shall not be construed by reason of their execution and delivery of this Agreement to make any such endorsement, finding or recommendation to have waived any right of the parties hereto or estopping the parties hereto from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Public Agency of the issuance of the Revenue Bonds by the Issuer shall not be construed to obligate the Public Agency to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Revenue Bonds or the refinancing of the acquisition and construction of the Pinellas County Project or the Other Projects.

SECTION 11. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida, without regard to conflict of law principles.

SECTION 12. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the date first above written.


PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY (d/b/a Pinellas
County Economic Development Authority)

(SEAL)

By: _____
Name: John Morroni
Title: Chairman

Attested and Countersigned:

By: _____
Name: Michael Meidel
Title: Executive Director

APPROVED AS TO FORM
By: 
Office of the County Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John Morroni, Chairman of the Pinellas County Industrial Development Authority (d/b/a Pinellas County Economic Development Authority), who is personally known to me or who has produced _____ as identification.

(SEAL)

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

[Signature Page to Interlocal Agreement with the Public Agency]

[PUBLIC AGENCY]

(SEAL)

By: _____

Name: _____

Title: _____

Attested and Countersigned:

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ of _____ who is personally known to me or who has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____

Notary Public-State of Florida

Commission Number:

[Signature Page to Interlocal Agreement with the Public Agency]

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

Volunteers of America of Florida, Inc., a Florida not-for-profit corporation, hereby approves this Interlocal Agreement and acknowledges acceptance of its obligations arising hereunder, including, without limitation, its obligations under Section 6 hereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

VOLUNTEERS OF AMERICA OF FLORIDA,
INC.

By: _____
Print Name: _____
Title: _____

[Signature Page to Interlocal Agreement with the Public Agency]

EXHIBIT A
PROJECT DESCRIPTIONS

Pinellas County Project:

Other Projects: