

RESOLUTION NO. R-11-099

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF BRADENTON, FLORIDA, APPROVING ISSUANCE BY THE CITY OF BRADENTON, FLORIDA OF ITS INDUSTRIAL DEVELOPMENT REVENUE AND REFUNDING BOND (MANATEE COUNTY FAMILY YMCA PROJECT), SERIES 2011 IN THE PRINCIPAL AMOUNT NOT EXCEEDING \$4,000,000 FOR THE BENEFIT OF MANATEE COUNTY FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., TO FINANCE AND REFINANCE THE COSTS OF CERTAIN SOCIAL SERVICE CENTER FACILITIES IN THE CITY OF BRADENTON, FLORIDA AND IN MANATEE COUNTY, FLORIDA OUTSIDE OF THE CITY OF BRADENTON, WHICH FACILITIES WILL BE OPERATED BY MANATEE COUNTY FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.; PROVIDING OTHER DETAILS AND AN EFFECTIVE DATE.

WHEREAS, Manatee County, Florida (the "County") has the authority pursuant to Chapter 125, Florida Statutes, and Part II, Chapter 159, Florida Statutes, to finance or refinance qualifying projects within Manatee County, Florida; and

WHEREAS, the City of Bradenton, Florida (the "City") has the authority pursuant to Chapter 166, Florida Statutes and Part II, Chapter 159, Florida Statutes to finance or refinance qualifying projects in the City of Bradenton, Florida; and

WHEREAS, Manatee County Family Young Men's Christian Association, Inc., a Florida not-for-profit corporation (the "Borrower"), has requested that the City issue its Industrial Development Revenue and Refunding Bond (Manatee County Family YMCA Project), Series 2011 (the "Bond") to refinance the City's Industrial Development Revenue Bond, Series 2001 (Manatee County Family Young Men's Christian Association, Inc. Project) (the "Refunded Bond") which originally financed certain social service center facilities (the "Refunded Projects") and to finance the acquisition and construction of certain social service center facility projects (the "New Projects" and collectively, with the Refunded Projects the "Projects"), such facilities more particularly described on Exhibit "A" hereto; and

WHEREAS, the Borrower would recognize substantial cost savings by refinancing the Refunded Bond and financing all of the New Projects through one financing transaction; and

WHEREAS, the City Council of the City has authorized the issuance of the Bond in a principal amount not exceeding \$4,000,000 to refinance the Refunded Bond and finance or refinance the Projects; and

WHEREAS, the Borrower has requested that the County authorize the execution and delivery of an Interlocal Agreement to be entered into between it and the City (the "Interlocal Agreement") to allow the issuance of the Bond by the City to refinance the Refunded Bond and to finance or refinance the Projects, the amount thereof being not in excess of \$4,000,000; and

WHEREAS, the County is willing to enter into the Interlocal Agreement in order to permit the Borrower to recognize the cost savings from a consolidated financing; and

WHEREAS, the Borrower has also requested that the Board of County Commissioners of the County approve, for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bond to refinance the Refunded Projects and finance the New Projects;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida (the "Board") that:

SECTION 1. Authority. This Resolution is adopted pursuant to the laws of the State of Florida, including, in particular Chapter 125, Florida Statutes, Part II of Chapter 159, Florida Statutes, and Section 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

A. Notice of a public hearing to be held on the date hereof before the Board, inviting comments and discussions concerning the issuance of the Bond by the City to refinance the Refunded Bond and to finance and refinance the Projects was published in *The Bradenton Herald*, a newspaper of general circulation in Manatee County at least fourteen (14) days prior to the date hereof, a copy of which notice is attached hereto as Exhibit "B."

B. Following such notice, a public hearing has been held by the Board on the date hereof, during which comments and discussions concerning the issuance of the Bond by the City to refinance the Refunded Bond and to finance and refinance the Projects were requested and heard.

C. The Projects and the issuance of the Bond by the City to refinance the Refunded Bond and to finance and refinance the Projects will have a substantial public benefit to the County.

D. The Board is the elected legislative body of the County, and, based upon representations of the Borrower as to the location of the Projects located outside of the City, the County has jurisdiction over the Projects located outside of the City for purposes of Section 147(f) of the Code.

E. The Bond shall not constitute an indebtedness or pledge of the general credit or taxing power of the City, the County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a loan or financing agreement to be entered into by and among the City, SunTrust Bank and the Borrower.

F. Proceeds of the Bond may be applied, in addition to the other purposes described herein, for the Borrower to pay costs of issuance of such Bond.

SECTION 3. Authorization of Interlocal Agreement. The form of the Interlocal Agreement attached hereto as Exhibit "C" is hereby approved. The Chairman or Vice Chairman and the Clerk or any Deputy Clerk of the Board are authorized in the name and on behalf of the County pursuant to this Resolution to execute and deliver the Interlocal Agreement on behalf of the County in substantially the form attached to this Resolution as Exhibit "C," with such changes, insertions and omissions as the officers signing such document may approve, the execution thereof to be conclusive evidence of such approval. The officers executing such Interlocal Agreement are further authorized to do all acts which may be required or may be advisable with respect or in any way related thereto. The Chairman or Vice Chairman and the Clerk or any Deputy Clerk of the Board are further authorized to take such further action and execute such further instruments as may be necessary or appropriate to fully effectuate the purpose and intention of this Resolution and the Interlocal Agreement.

SECTION 4. Approval. For the purposes of Section 147(f) of the Code, the Board hereby approves the issuance of the Bond by the City in a principal amount not exceeding \$4,000,000. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Projects, (ii) a recommendation to any prospective party to enter into the transactions related to the Bond, (iii) an evaluation of the likelihood of the payment of obligations under the Bond or the documents related thereto, or (iv) approval of any necessary zoning or rezoning applications or approval or acquiescence to the alteration of existing zoning or land use restrictions nor approval for any other regulatory permits relating to the Projects, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board or the County from asserting any rights or responsibilities either may have in such regard. Further, the approval by the Board of the issuance of the Bond by the City shall not be construed to obligate the County to incur any


liability, pecuniary or otherwise, in connection with either the issuance of the Bond or the Projects.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its passage.

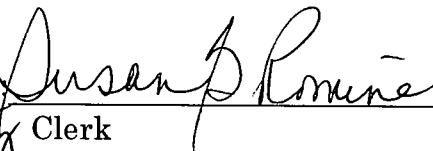
PASSED AND ADOPTED this 10th day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

(SEAL)

By: 
Chairman

ATTEST:

By: 
Deputy Clerk



#10201889_v4
622301-80

EXHIBIT "A"

PROJECTS

The Projects shall consist of the following:

Refunded Projects:

The acquisition, construction, equipping and renovation of a 27,000 square foot single-story social service center facility located at 5100 Lakewood Ranch Boulevard, Bradenton, Florida.

New Projects:

(i) The acquisition, construction, equipping and renovation of a 27,000 square foot single-story social service center facility located at 907 63rd Avenue East, Bradenton, Florida, (ii) the construction and equipping of a 28,000 square foot expansion (in two phases) and renovation of a social service center facility located at 5100 Lakewood Ranch Boulevard, Bradenton, Florida, including expanded space for youth, teen and wellness programs, a new gymnasium and an outdoor swimming pool expansion, and (iii) the acquisition, construction and equipping of and renovation to a 19,000 square foot single-story social service center facility located at the southeast corner of the intersection of 10th Avenue West and 10th Street West, Palmetto, Florida.

EXHIBIT "B"

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Board of County Commissioners of Manatee County, Florida (the "County"), on Tuesday, May 10, 2011, at 9:00 a.m., or as soon thereafter as may be heard, in the Board of County Commissioners' Chambers at the County Administrative Center at 1112 Manatee Avenue West, Bradenton, Florida 34205, for the purpose of receiving comments and hearing discussion concerning a plan of financing involving the issuance by the City of Bradenton, Florida (the "City") of not to exceed \$4,000,000 principal amount of an industrial development revenue bond of the City, the proceeds of which will be loaned by the City to the Manatee County Family Young Men's Christian Association, Inc., a Florida non-profit corporation (the "Borrower"), and applied by the Borrower to refinance the City's Industrial Development Revenue Bond, Series 2001 (Manatee County Family Young Men's Christian Association, Inc. Project) which originally financed certain social service center facilities (the "Refunded Projects"), and to finance the acquisition, construction and equipping of certain social service center facilities (the "New Projects"), all owned and/or operated, or to be owned and/or operated, by the Borrower, located in the City, in the City of Palmetto, Florida and in the unincorporated area of the County and more particularly described below:

Refunded Projects:

The acquisition, construction, equipping and renovation of a 27,000 square foot single-story social service center facility located at 5100 Lakewood Ranch Boulevard, Bradenton, Florida.

New Projects:

(i) The construction and equipping of a 28,000 square foot expansion (in two phases) and renovation of a social service center facility located at 5100 Lakewood Ranch Boulevard, Bradenton, Florida, including expanded space for youth, teen and wellness programs, a new gymnasium and an outdoor swimming pool expansion, (ii) the acquisition, construction, equipping and renovation of a 27,000 square foot single-story social service center facility located at 907 63rd Avenue East, Bradenton, Florida, and (iii) the acquisition, construction and equipping of and renovation to a 19,000 square foot single-story social service center facility located at the southeast corner of the intersection of 10th Avenue West and 10th Street West, Palmetto, Florida.

All interested or affected taxpayers, property owners and citizens of Manatee County, Florida, are invited to attend this public hearing and, either personally or through their representatives, will be given an opportunity to express their views concerning the proposed project and the issuance of the proposed bonds. Anyone

desiring to make written comments may file them with the Board of County Commissioners, 1112 Manatee Avenue West, Suite 969, Bradenton, Florida 34205, Attention: Bill Clague, Deputy County Attorney. Comments made at the hearing are for the consideration of the County and will not bind the County to any action it may take. Pursuant to Section 286.0105, Florida Statutes, should any person decide to appeal any decision made by the County at this meeting, he or she will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which must include testimony and evidence upon which the appeals may be based. This Notice is published pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986 and Treasury Regulation Section 5f.103-2.

The Board of County Commissioners of Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to and participation in programs, activities, meetings and public hearings. In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact Kaycee Ellis at 941-742-5800 no later than seven days prior to the proceeding at the address given in this notice. If hearing impaired, telephone the Florida Relay Service Numbers at (800) 955-8771 (TDD) or (800) 955-8700 (VOICE) for assistance.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

EXHIBIT "C"
INTERLOCAL AGREEMENT

This instrument prepared by
and return to:

EDWARD W. VOGEL III
HOLLAND & KNIGHT LLP
Post Office Box 32092
Lakeland, FL 33802-2092
(863) 682-1161

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is dated _____, 2011, and is entered into between the CITY OF BRADENTON, FLORIDA (the "City") and MANATEE COUNTY, FLORIDA (the "County");

WITNESSETH:

WHEREAS, pursuant to Chapter 166, Florida Statutes, Chapter 125, Florida Statutes, and Chapter 159, Part II, Florida Statutes, the City and the County are authorized to finance or refinance the acquisition, construction and equipping of social service center facilities; and

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

WHEREAS, the City previously issued its Industrial Development Revenue Bond, Series 2001 (Manatee County Family Young Men's Christian Association, Inc. Project) (the "Refunded Bond") and loaned the proceeds thereof to the Manatee County Young Men's Christian Association, Inc. (the "Borrower") to finance certain social service center facilities (the "Refunded Projects") in the City and in the unincorporated area of the County; and

WHEREAS, the Borrower has requested that the City and the County enter into this Agreement to authorize the City to issue its Industrial Development Revenue and Refunding Bond (Manatee County Family YMCA Project), Series 2011 (the "Bond") in a principal amount not in excess of \$4,000,000 to refinance the Refunded Bond and to finance facilities in the City and in the County (outside of the city limits of the City) as described on Exhibit "A" hereto (the "New Projects," and together with the Refunded Projects, the "Projects"), with proceeds of approximately \$_____ to be applied to finance or refinance the portion of the Projects located in the County (outside of the city limits of the City), such consolidated financing to

result in significant cost savings to the Borrower over separate financings by the City and the County in order to finance or refinance the Projects; and

WHEREAS, the City and the County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, following a duly noticed public hearing by the City Council of the City of Bradenton, Florida, for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bond, on April 27, 2011, the City Council of the City, which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, over the area in which those portions of the Projects to be financed or refinanced inside the city limits of the City will be located, approved the issuance of the Bond and the application of the proceeds thereof; and

WHEREAS, following a duly noticed public hearing by the Board of County Commissioners of the County, for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bond, on May 10, 2011, the Board of County Commissioners of the County, which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, over the area in which the portion of the Projects to be financed or refinanced in the County (outside of the city limits of the City), will be located, approved the issuance of the Bond by the City and the application of the proceeds thereof; and

WHEREAS, the Interlocal Act authorizes the City and the County to enter into this Agreement and confers upon the City authorization to issue the Bond and to apply the proceeds thereof to the refunding of the Refunded Bonds and the financing or refinancing of the Projects; and

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

WHEREAS, the Borrower has agreed to indemnify the County and the City in connection with their 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 of Bond. The County and the City do hereby agree that the City is hereby authorized to issue the Bond with a principal amount not exceeding \$4,000,000 and to make the proceeds thereof available to the Borrower to refinance the Refunded Bond and finance and/or refinance the Projects, with approximately \$ _____ of such proceeds to be applied to finance and/or

refinance the portion of the Projects to be located in the County (outside of the city limits of the City). The City is hereby authorized to exercise all powers relating to the issuance of the Bond vested in the County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the County which are necessary or convenient for the issuance of the Bond and the financing and/or refinancing of the Projects in the County (outside of the city limits of the City) to the same extent as if the County were directly entering into its own financing for such purposes without any further authorization from the County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the City be vested, to the maximum extent permitted by law, with all powers which the County might exercise with respect to the issuance of the Bond and the making of the proceeds thereof available to the Borrower to finance and/or refinance the Projects in the County (outside of the city limits of the City) as though the County were entering into the issuance of the Bond as its own special limited obligation.

SECTION 2. Qualifying Project.

A. Each of the parties hereto represents that, based on representations of the Borrower, each of the Projects within its jurisdiction constitutes a "project" as such term is used in Part II, Chapter 159, Florida Statutes.

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

1. The Projects located within the city limits of the City are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the City; 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. No financing for the Projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the Bond documents, including the obligation to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Projects, and to serve the purposes of Part II, Chapter 159, Florida Statutes and such other responsibilities as may be imposed under the Bond documents.

3. The City will be able to cope satisfactorily with the impact of the Projects located within the city limits of the City and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the

construction, operation, repair, and maintenance of the Projects within the city limits of the City and on account of any increases in population or other circumstances resulting therefrom.

4. Adequate provision will be made in the Bond documents for the operation, repair, and maintenance of the Projects at the expense of the Borrower and for the payment of principal of and interest on the Bonds.

C. The County hereby represents, determines and agrees as follows:

1. The Projects located in the County (outside of the city limits of the City) are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the County; 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 County will be able to cope satisfactorily with the impact of the Projects located in the County (outside of the city limits of the City) and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of such Projects and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. No Pecuniary Liability of the County; Limited Obligation of the City. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the County hereunder, nor the Bond entered into pursuant to this Agreement, shall constitute an indebtedness or liability of the County. The Bond, when issued, shall be a limited and special obligation of the City payable solely from certain revenues and other amounts pledged thereto by the terms of the documents related to the issuance of the Bond.

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 County or the City in his or her individual capacity, and no member, officer, agent or employee of the County or the City 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 Bond.

The execution of this Agreement by the City and the County shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Projects, (ii) a recommendation to any prospective party to enter into the Bond financing, (iii) an evaluation of the likelihood of the payment of

the obligations under the Bond, or (iv) an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Projects.

SECTION 5. Allocation of Responsibilities. The City shall take all actions it deems necessary or appropriate in connection with the Bond, 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 Bond issuance and the establishment of any funds and accounts related thereto.

Neither the County nor the City shall be liable for the costs of the issuance of the Bond or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the County, the City or counsel to either. All of such costs shall be paid from the proceeds of the Bond 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 County and the City, their respective 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 Bond, other than any such losses, damages, liabilities or expenses, in the case of the City, arising from the willful misconduct of the City, and, in the case of the County, arising from the willful misconduct of the County. The indemnity provided by this Section 6 shall survive the expiration or termination of this Agreement.

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 one party hereto upon 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 amount under the Bond 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 Manatee County, Florida (the "County Clerk"), all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed.

SECTION 9. Small Issuer Allocation. The parties hereto irrevocably agree that the entire principal amount of the Bond shall be allocable to the City for purposes of Section 265(b)(3)(C)(ii) of the Internal Revenue Code of 1986, as amended.

SECTION 10. Supercession of Existing Agreement. Upon redemption of the Refunded Bond, this Agreement supercedes that certain Interlocal Agreement between the City and the County dated December 18, 2001, related to the Refunded Bond and filed for record with the County Clerk on December 20, 2001.

SECTION 11. 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 12. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 13. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 14. 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.

[Signature pages follow]

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.

CITY OF BRADENTON, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk and Treasurer

Approved as to form:

By: _____
City Attorney

(SEAL)

MANATEE COUNTY, FLORIDA

By: _____
Chairman, Board of County
Commissioners

ATTEST:

By: _____
Clerk

APPROVAL AND ACKNOWLEDGMENT OF THE COMPANY

Manatee County Family Young Men's Christian Association, Inc. hereby approves this Agreement and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 and Section 12 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer and attested by its proper officer all as of the date of said Interlocal Agreement.

MANATEE COUNTY FAMILY YOUNG
MEN'S CHRISTIAN ASSOCIATION, INC.

By: _____
Title:

ATTEST:

By: _____
Title:

EXHIBIT "A"

Projects Description

The Projects shall consist of the following:

Refunded Projects:

The acquisition, construction, equipping and renovation of a 27,000 square foot single-story social service center facility located at 5100 Lakewood Ranch Boulevard, Bradenton, Florida.

New Projects:

(i) The construction and equipping of a 28,000 square foot expansion (in two phases) and renovation of a social service center facility located at 5100 Lakewood Ranch Boulevard, Bradenton, Florida, including expanded space for youth, teen and wellness programs, a new gymnasium and an outdoor swimming pool expansion, (ii) the acquisition, construction, equipping and renovation of a 27,000 square foot single-story social service center facility located at 907 63rd Avenue East, Bradenton, Florida, and (iii) the acquisition, construction and equipping of and renovation to a 19,000 square foot single-story social service center facility located at the southeast corner of the intersection of 10th Avenue West and 10th Street West, Palmetto, Florida.