MEMORANDUM

Agenda Item No. 5(M)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: November 17, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the City of Hialeah Gardens Health Facilities Authority to operate within jurisdictional boundaries of Miami-Dade County for certain limited purposes; approving execution and delivery of Interlocal Agreement with the City of Hialeah Gardens Health Facilities Authority regarding its issuance of Revenue Refunding Bonds on behalf of Catholic Health Services Obligated Group; approving issuance of such Revenue Refunding Bonds in amount not to exceed $55,000,000.00 as required by Section 147(f) of the Internal Revenue Code of 1986, as amended; and providing for other related matters

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

Abigail Price-Williams
County Attorney

APW/smm

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: November 17, 2015

FROM: Abigail Price-Williams County Attorney

SUBJECT: Agenda Item No. 5(M)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(M)
11-17-15

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HIALEAH GARDENS HEALTH FACILITIES AUTHORITY TO OPERATE WITHIN JURISDICTIONAL BOUNDARIES OF MIAMI-DADE COUNTY FOR CERTAIN LIMITED PURPOSES; APPROVING EXECUTION AND DELIVERY OF INTERLOCAL AGREEMENT WITH THE CITY OF HIALEAH GARDENS HEALTH FACILITIES AUTHORITY REGARDING ITS ISSUANCE OF REVENUE REFUNDING BONDS ON BEHALF OF CATHOLIC HEALTH SERVICES OBLIGATED GROUP; APPROVING ISSUANCE OF SUCH REVENUE REFUNDING BONDS IN AMOUNT NOT TO EXCEED $55,000,000.00 AS REQUIRED BY SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING FOR OTHER RELATED MATTERS

WHEREAS, Miami-Dade County, Florida (the "County") is a political subdivision of the State of Florida and a public body corporate and politic, lawfully organized and existing under the Laws of the State of Florida (the "State"), and the City of Hialeah Gardens Health Facilities Authority (the "Issuer") is a public body corporate and politic, lawfully organized and existing under Chapter 154, Part III, Florida Statutes, and each is a "public agency" as defined in Section 163.01, Florida Statutes, as amended, which is titled the "Florida Interlocal Cooperation Act of 1969" (the "Act") and as such "public agencies" are authorized to enter into interlocal agreements pursuant to the Act, for the joint exercise of powers which they share in common and which each might exercise separately; and

WHEREAS, St. Anne's Nursing Center, St. Anne's Residence, Inc., Villa Maria Nursing and Rehabilitation Center, Inc., St. John's Rehabilitation Hospital and Nursing Center, Inc., Catholic Health Services, Inc., Catholic Home Health Services of Broward, Inc., Catholic Housing for the Elderly & Handicapped, Inc., St. Joseph Residence, Inc., and Villa Maria Health

Care Services, Inc. (collectively, the "Catholic Health Services Obligated Group"), each being an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), have requested the Issuer to issue its not to exceed $55,000,000.00 aggregate principal amount of Revenue Refunding Bonds, Series 2015 (Catholic Health Services Obligated Group Facilities) (the "Bonds") and loan the proceeds from the sale thereof to the Catholic Health Services Obligated Group for the purpose of providing funds sufficient to: (i) refund on an advance basis all of the Issuer's outstanding $48,640,000.00 original aggregate principal amount of Revenue and Revenue Refunding Bonds, Series 2007 (Catholic Health Services Obligated Group Facilities) (the "Refunded Bonds") issued to (a) finance the costs of various interior and/or exterior capital improvements to the St. Anne's Nursing Center and St. Anne's Residence, Inc. (the "St. Anne's Facility"), located in unincorporated Miami-Dade County and St. John's Rehabilitation Hospital and Nursing Center Inc., d/b/a St. Anthony's Rehabilitation Hospital (the "St. Anthony's Facility"), located in Broward County, Florida, (b) refund on a current basis certain outstanding bonds issued by the City of North Miami Health Facilities Authority for the benefit of the Catholic Health Services Obligated Group (the "North Miami Bonds") which were issued to finance and refinance interior and/or exterior capital improvements to two health facilities known as Villa Maria Nursing and Rehabilitation Center, Inc. d/b/a Villa Maria Nursing Center and St. Catherine's Rehabilitation Hospital, located in the City of North Miami, Florida (the "North Miami Facility") and St. Joseph Residence, Inc., located in Broward County, Florida (the "St. Joseph Facility" and, together with the St. Anthony's Facility, the "Broward Facilities"), (c) refinance certain outstanding debt of the Catholic Health Services Obligated Group incurred in connection with interior and/or exterior capital improvements to the North Miami Facility and to the St. Anthony's Facility, (d) finance the cost of the acquisition, construction and equipping of a rehabilitation hospital known as St.

Catherine's West Rehabilitation Hospital, located in the City of Hialeah Gardens, Florida (the "Hialeah Gardens Facility" and, together with the North Miami Facility, the St. Anne's Facility and the Broward County Facilities, the "Facilities"), (e) pay routine interior and/or exterior capital expenditures for three years of any and all members of the Catholic Health Services Obligated Group for any or all of the Facilities (collectively, the "Project"), and (f) pay the costs of issuance of the Refunded Bonds; and (ii) pay certain costs of issuance of the Bonds; and

WHEREAS, in order to assist in the development and maintenance of the public health, and to accomplish economies of scale and other cost savings as a result of the Issuer's capital financing program, the Issuer desires to assist the Catholic Health Services Obligated Group by issuing the Bonds to be secured solely by revenues generated by the Project as well as any other collateral of the Catholic Health Services Obligated Group; and

WHEREAS, in order to accomplish the purposes of the Act, the County has been requested to enter into an Interlocal Agreement (the "Interlocal Agreement") with the Issuer to allow the Issuer to operate within the County's jurisdictional boundaries by issuing the Bonds for the benefit of the Catholic Health Services Obligated Group; and

WHEREAS, Section 147(f) of the Code, provides that the "applicable elected representative" of the governmental unit which has jurisdiction over the area in which the facility financed with the proceeds of tax exempt bonds is located is to approve the issuance of such bonds after a public hearing; and

WHEREAS, a portion of the Project is located in Miami-Dade County, Florida and the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), is the elected legislative body of the County, and therefore is the "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, after a notice of public hearing was given in the form required by the Code by publication at least 14 days prior to such public hearing in the *Miami Herald* (a newspaper of general circulation within the County and the area where a portion of the Project is located), a public hearing was held by the County regarding the Bonds and the plan of finance as required by Section 147(f) of the Code, at which time the County provided reasonable opportunity for all interested persons to express their views, both orally and in writing and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the County desires to approve the issuance and sale of the Bonds pursuant to the plan of finance and to grant all approvals required or contemplated by Section 147(f) of the Code, in connection with such issuance and sale; and

WHEREAS, for the reasons set forth above, it is in the best interests of the County and the Issuer to enter into the Interlocal Agreement to issue the Bonds,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The Interlocal Agreement between the County and the Issuer in the form attached as "Exhibit A" is approved, with such changes as shall be approved by the County Mayor or County Mayor's designee after consultation with the County Attorney's Office, and the County Mayor or County Mayor's designee is authorized to execute it on behalf of the County. Execution and delivery by the County Mayor or County Mayor's designee of the Interlocal Agreement shall constitute conclusive evidence of its final approval by such officer and the County.

Section 2. The Board approves the Notice of Public Hearing (the "Notice") in substantially the form attached as Exhibit "B", which was published in the *Miami Herald*, a newspaper of general circulation in the jurisdiction of the County, at least 14 days prior to the public hearing.

Section 3. The Board approves the issuance of the Bonds by the Issuer for purposes of Section 147(f) of the Code after conducting the public hearing. The Bonds shall be issued from time to time in the aggregate principal amount, bear interest at such rates, mature in such amounts and be subject to optional and mandatory redemption as are approved by the Issuer without the further approval of the County. Any action regarding the issuance of the Bonds by this Board does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Catholic Health Services Obligated Group or the Project.

The Bonds shall not constitute a debt, liability or obligation of the Board, the County or the State of Florida or any political subdivision or public agency of each, but shall be payable solely from the revenues provided for such Bonds, and neither the faith and credit nor any taxing power of the County, the State of Florida or any political subdivision or public agency of each is pledged to the payment of the principal of, premium, if any, and interest on the Bonds. The County shall have no obligation with respect to the Bonds other than its obligation to enter into the Interlocal Agreement.

Section 4. The County Mayor or County Mayor's designee and such other members, officials, officers and employees of the County are authorized and directed to execute all necessary documents on behalf of the County to comply with the requirements of the Interlocal Agreement.

Section 5. All of the acts and doings of the members, officials, officers, and employees of the County which are in conformity with the intent and purposes of this Resolution, whether previously or subsequently taken or done, shall be and are ratified, confirmed and approved.

Section 6. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

The Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of November, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

Exhibit "A"

FORM OF INTERLOCAL AGREEMENT

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

Albert A. del Castillo, Esq.
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue, Suite 4400
Miami, Florida 33131

(Space reserved for Clerk of Court)

THIS IS AN INTERLOCAL AGREEMENT, dated as of December 1, 2015 (the "Agreement"), by and between the City of Hialeah Gardens Health Facilities Authority (the "Issuer"), public body corporate and politic duly created and existing under the laws and Constitution of the State of Florida and Miami-Dade County (the "Interlocal Participant"), a political subdivision of the State of Florida.

RECITALS

Pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Part I, Chapter 163, Florida Statutes, as amended (the "Interlocal Cooperation Act"), "public agencies," as defined in the Interlocal Cooperation Act, are authorized to enter into agreements with one another in order to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

The Interlocal Cooperation Act provides that a public agency may, pursuant to contract, exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common which each might exercise separately. Pursuant to the Health Facilities Authorities Law of the State of Florida, Chapter 154, Part III, Florida Statutes, as amended and the Florida Industrial Development Financing Act, Part II, Chapter 159, Florida Statutes, as amended (collectively, the "Financing Act"), the Issuer and the Interlocal Participant are authorized to issue revenue bonds and loan the bond proceeds to assist health facilities in the acquisition, construction, financing, and refinancing of projects (as defined in the Financing Act).

The Issuer and the Interlocal Participant are public agencies and desire to, and are permitted to, enter into this Agreement to authorize the Issuer to issue revenue refunding bonds in an amount not to exceed $55,000,000 (the "Bonds") on behalf of the Interlocal Participant and loan a portion of the bond proceeds to Anne's Nursing Center, St. Anne's Residence, Inc., St. John's Rehabilitation Hospital and Nursing Center, Inc., Villa Maria Nursing and Rehabilitation Center, Inc., St. Catholic Health Services, Inc., Catholic Home Health Services of Broward, Inc., Catholic Housing for the Elderly & Handicapped, Inc., St. Joseph Residence, Inc., and Villa

Maria Health Care Services, Inc. (collectively, the "Catholic Health Services Obligated Group") for the purpose of providing funds sufficient to (i) refund on an advance basis all of the Issuer's outstanding $48,640,000 original aggregate principal amount of Revenue and Revenue Refunding Bonds, Series 2007 (Catholic Health Services Obligated Group Facilities) (the "Refunded Bonds") issued to (a) finance the costs of various interior and/or exterior capital improvements to the St. Anne's Nursing Center, St. Anne's Residence, Inc. (the "St. Anne's Facility"), located in unincorporated Miami-Dade County and St. John's Rehabilitation Hospital and Nursing Center Inc., d/b/a St. Anthony's Rehabilitation Hospital (the "St. Anthony's Facility"), located in Broward County, Florida, (b) refund on a current basis certain outstanding bonds issued by the City of North Miami Health Facilities Authority for the benefit of the Catholic Health Services Obligated Group (the "North Miami Bonds") which were issued to finance and refinance interior and/or exterior capital improvements to two health facilities known as Villa Maria Nursing and Rehabilitation Center, Inc. d/b/a Villa Maria Nursing Center and St. Catherine's Rehabilitation Hospital, located in the City of North Miami, Florida (the "North Miami Facility") and St. Joseph Residence, Inc., located in Broward County, Florida (the "St. Joseph Facility" and, together with the St. Anthony's Facility, the "Broward Facilities"), (c) refinance certain outstanding debt of the Catholic Health Services Obligated Group incurred in connection with interior and/or exterior capital improvements to the North Miami Facility and to the St. Anthony's Facility, (d) finance the cost of the acquisition, construction and equipping of a rehabilitation hospital known as St. Catherine's West Rehabilitation Hospital, located in the City of Hialeah Gardens, Florida (the "Hialeah Gardens Facility" and, together with the North Miami Facility, the St. Anne's Facility and the Broward County Facilities, the "Facilities"), (e) pay routine interior and/or exterior capital expenditures for three years of any and all members of the Catholic Health Services Obligated Group for the any or all of the Facilities, and (f) pay costs of issuance of the Refunded Bonds (collectively, the "Project"), and (ii) pay certain costs of issuance of the Bonds (the "Loan"). None of the foregoing actions is prohibited by or conflicts with any agreement, ordinance or resolution of the Issuer or Interlocal Participant or any judgment, order or decree affecting the Issuer or the Interlocal Participant.

In consideration of the mutual agreements contained in this Agreement and upon the further consideration of the recitals set forth above, the Interlocal Participant and Issuer agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the following terms for all purposes of this Agreement shall have the meanings ascribed to them:

"*Acts*" means the Financing Act and the Interlocal Cooperation Act.

"*Administrator*" means the administrator appointed pursuant to Section 4.3.

"*Bond Indenture*" means the Trust Indenture between the Issuer and the Bond Trustee pursuant to which the Bonds are to be issued, and all its amendments and supplements.

"*Bond Trustee*" means the bond trustee selected by the Catholic Health Services Obligated Group and approved by the Issuer, or any successor trustee under the Bond Indenture.

"*Loan Agreement*" means the Loan Agreement between the Issuer and the Catholic Health Services Obligated Group, setting forth the terms of the Loan.

"*Resolution*" means a resolution of the governing body of a party adopted for the purpose of approving and authorizing the execution of this Agreement or any of its amendments, or approving any action taken pursuant to this Agreement when such approval is required by this Agreement.

Terms defined in this Section in the singular shall include the plural and vice versa.

Section 2. Purposes. In order to assist in the development and maintenance of the public health, and to accomplish economies of scale and other cost savings, and to afford flexibility to the Interlocal Participant to structure the credit for the Bonds as it may deem most economic for the refinancing of the Project, this Agreement is entered into pursuant to the authority granted in the Acts for the purposes of providing for the issuance of the Bonds by the Issuer on behalf of the Interlocal Participant for the benefit of the Catholic Health Services Obligated Group in order to make the Loan to (i) refund on an advance basis the Refunded Bonds and thereby refinance the Project and (ii) pay certain costs of issuance of the Bonds. This Agreement shall be interpreted so as to permit the realization of such purposes to the full extent authorized by the Acts.

Section 3. Effective Date; Closing Conditions; Duration. This Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon receipt by the Administrator of (i) the Resolutions duly adopted by the governing body of the Issuer and of the Interlocal Participant, respectively, approving and authorizing the execution and delivery of this Agreement, (ii) a counterpart of this Agreement, duly executed by authorized officers of the Issuer and the Interlocal Participant; and (iii) evidence satisfactory to the Administrator of the filing of a duly executed counterpart of this Agreement with the Clerk of the Circuit Court of Miami-Dade County, Florida. The issuance of the Bonds shall be subject to the receipt by the Administrator of the documents listed in clauses (i) through (ii) above, the recording of this Agreement as required in clause (iii) above and such other documents, opinions and showings as may be necessary to effectuate the issuance of the Bonds and the making of the Loan. The term of this Agreement shall end upon the discharge of the Bond Indenture in accordance with its provisions. Upon the expiration of this Agreement, any property or moneys not required to be used to pay principal, premium, if any, or interest on the Bonds and not otherwise required to be applied as required by the Bond Indenture shall, to the extent permitted by law, be distributed as provided in the Bond Indenture, otherwise to or at the direction of the Issuer.

Section 4. The Interlocal Financing. The Issuer shall issue the Bonds subject to the following conditions:

4.1 The Bonds.

4.1.1. The Issuer shall authorize the issuance and delivery of the Bonds pursuant to and subject to the terms and conditions of the Bond Indenture in an aggregate principal amount not to exceed $55,000,000. The Bonds shall be dated and shall bear interest, be

subject to repurchase and redemption, be designated and be in the form, and have such other terms as are provided in the Bond Indenture, as finally executed and delivered by the Issuer without further approval of the Interlocal Participant, but subject in all respects to the provisions set forth in the Resolution of the Issuer.

4.1.2. The Bonds, together with interest thereon, shall not constitute a debt, liability or obligation of Miami-Dade County, Florida, the State of Florida or any political subdivision or public agency of each, but shall be special and limited obligations of the Issuer payable solely from, and shall be secured by the Loan Agreement and the amounts in the funds and accounts created by the Bond Indenture. The Interlocal Participant and its members, officers, agents and employees shall not be liable for the payment of the principal of, premium, if any, or interest on the Bonds, nor shall the Interlocal Participant or its members, officers, agents and employees, be liable for any other indebtedness or liability which may arise in connection with the issuance of the Bonds or the making of the Loan.

4.1.3. The proceeds of the sale of the Bonds shall be applied in accordance with the provisions of the Bond Indenture for the purposes specified in the Bond Indenture and in Section 2 of this Agreement.

4.1.4. The Bonds may be issued in one or more series and, if issued in more than one series, references herein to the Bond Indenture and the Loan Agreement shall be deemed to include, if necessary, any supplemental Bond Indentures or Loan Agreements executed and delivered in connection with the issuance of the Bonds.

4.1.5. The Catholic Health Services Obligated Group shall agree to pay any amounts owing on the Bonds pursuant to the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended.

4.1.6. The Catholic Health Services Obligated Group shall agree in the Loan Agreement to protect, indemnify and save the Issuer and the Interlocal Participant, their members, officers, agents and employees against and from any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against the Issuer or the Interlocal Participant, their members, officers, agents and employees which may arise in connection with the issuance of the Bonds or the making of the Loan or this Agreement.

4.2 The Loan.

4.2.1 Pursuant to and subject to the terms and conditions of the Bond Indenture, the Issuer is authorized to make available to the Catholic Health Services Obligated Group proceeds of the Bonds to be used by the Catholic Health Services Obligated Group for the purposes set forth in Section 2 without further approval of the Interlocal Participant.

4.2.2 The Loan Agreement shall provide for payments sufficient to pay expenses incident to the issuance of the Bonds and any fees, costs and expenses of the Interlocal Participant and its counsel.

4.3 Administrator.

Pursuant to Section 163.01(6) of the Interlocal Act, the Issuer is designated the Administrator. The Administrator shall have and is delegated full power and authority to do all things necessary or convenient to carry out the purposes of this Agreement, including, without limitation, the appointment of such agents or entities as are necessary or desirable to effectuate the issuance of the Bonds and the making of the Loan.

Section 5. *Indemnity.* The Catholic Health Services Obligated Group, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the Issuer and the Interlocal Participant, and 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 issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Interlocal Participant, arising from the willful misconduct of the Interlocal Participant and, in the case of the Issuer, arising from the willful misconduct of the Issuer.

Section 6. *Reliance.* In executing and delivering this Agreement, the Interlocal Participant is relying on the representations, warranties and covenants to be made by the Catholic Health Services Obligated Group in the Loan Agreement, including but not limited to, a covenant with respect to the use of the Facilities for the purpose of providing health facilities, as such term is defined in the Act, within the jurisdiction of the Interlocal Participant. The Interlocal Participant shall be deemed to be a third party beneficiary of the Loan Agreement for the purposes of relying on such covenants of the Catholic Health Services Obligated Group, and shall be entitled to rely on the indemnification provided by the Catholic Health Services Obligated Group pursuant to such Loan Agreement (and references to the "Issuer" in the Loan Agreement shall include the Interlocal Participant) if the Catholic Health Services Obligated Group fails to perform such covenants. It shall be an express condition to the effectiveness of this Agreement that the Loan Agreement contain the above-referenced covenants of the Catholic Health Services Obligated Group.

Section 7. *Amendments.* This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (i) approved by a Resolution of the governing body of the Issuer and of the Interlocal Participant, (ii) executed by duly authorized officers of the Issuer and the Interlocal Participant, and (iii) filed with the Clerk of the Circuit Court of Miami-Dade County, Florida.

Section 8. *Severability.* If any term or provision of this Agreement or the application of each shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 9. Governing Law. All questions with respect to the construction of this Agreement, and the rights and liabilities of its parties, shall be governed by the laws of the State of Florida.

Section 10. Notices. Any notice or other communication shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer:

City of Hialeah Gardens Health Facilities Authority
10001 NW 87th Avenue,
Hialeah Gardens, Florida 33016,
Attention: Chairman

with a copy to Counsel for the Issuer
Citrin & Walker,
300 71st Street,
Miami Beach, Florida 33141-3038
Attention: Charles A. Citrin, Esq.

If to the Interlocal Participant:

Office of the County Mayor
Miami-Dade County, Florida
111 N.W. First Street
Miami, Florida 33128
Telephone: 305-375-5311
Telecopy: 305-375-4658

The Issuer and the Interlocal Participant may, by written notice, designate any further or different addresses to which subsequent notices or communications shall be sent.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 12. No Delegation of Authority. This Agreement shall in no way be interpreted to authorize the unlawful delegation of the constitutional or statutory duties of the Issuer, the Interlocal Participant or any of their officers, members, representatives or employees.

Section 13. Limited Approval. The approval given in this Agreement shall not be construed as an approval of any necessary zoning or rezoning applications nor for any planning or regulatory permits and the approval of this Agreement shall not be construed to be a waiver by either the Issuer or the Interlocal Participant of, and neither the Issuer nor the Interlocal Participant shall be estopped from asserting, any regulatory rights or responsibilities it may have with respect the Project and this Agreement.

Section 14. Filing of Agreement. It is agreed that prior to issuance of the Bonds, this Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County as required by Section 163.01(11) of the Interlocal Cooperation Act.

[Signature Pages to Follow]

MIAMI-DADE COUNTY, FLORIDA

[SEAL]

By: _____
Title:
Printed Name:

Attest:

_____
Title: Deputy County Clerk
Printed Name:_____

APPROVED BY OFFICE OF MIAMI-DADE COUNTY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY

By: _____

CITY OF HIALEAH GARDENS HEALTH FACILITIES AUTHORITY

(SEAL)

By: _____
Chairman

ATTEST:

By: _____
Maria L. Joffee, Assistant Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Counsel to the Authority

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, _____ a Notary Public in and for the said County in the State aforesaid, do hereby certify that _____ the Chairman of the City of Hialeah Gardens Health Facilities Authority subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth and took an oath.

IN WITNESS WHEREOF, under my hand and notarial seal this _____ day of December, 2015,

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

Personally known ____ or
Produced identification ___
Type of Identification Produced _____

APPROVAL AND ACKNOWLEDGMENT OF THE CATHOLIC HEALTH SERVICES OBLIGATED GROUP AS TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIALEAH GARDENS HEALTH FACILITIES AUTHORITY, AND MIAMI-DADE COUNTY, FLORIDA

In consideration of the sum of $10.00 together with other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned, Joseph M. Catania, President of Catholic Health Service, Inc. as Catholic Health Services Obligated Group Representative on behalf of the Catholic Health Services Obligated Group, hereby approves the Interlocal Agreement and acknowledges its acceptance of its obligations arising thereunder, by causing this Approval and Acknowledgement to be executed by its proper officer and its seal to be affixed hereto all as of the date of said Interlocal Agreement.

(SEAL)

CATHOLIC HEALTH SERVICES, INC., on behalf of itself and as Obligated Group Representative for the Obligated Group

By: _____
Joseph M. Catania, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Joseph M. Catania, President of and on behalf of Catholic Health Services, Inc., who is personally known to me/has produced _____ as identification.

(SEAL)

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

Miami Herald Media Company
3511 NW 91 Avenue
Miami, FL 33172

Miami Herald el Nuevo Herald
FLORIDA KEYS
KEYNOTER The Reporter

MIAMI-DADE COUNTY, FLORIDA NOTICE OF TEFRA/PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that Miami-Dade County, Florida ("Miami-Dade County") will conduct a Public Hearing on November 17, 2015, beginning at 10:00 a.m. or as soon thereafter as reasonably practicable at the Commission Chambers, located on the Second Floor of the Stephen P. Clark Center, 111 N.W. First Street, Miami, Florida.

The hearing will be held for the purpose of considering the proposed issuance by the City of Hialeah Gardens Health Facilities Authority (the "Authority") of its Revenue Refunding Bonds, Series 2015 (Catholic Health Services Obligated Group Facilities) in an aggregate principal amount not to exceed $55,000,000 (the "Bonds") for the purpose of providing funds sufficient, together with other available moneys, to (i) refund on an advance basis all of the Authority's outstanding $48,640,000 original aggregate principal amount of Revenue and Revenue Refunding Bonds, Series 2007 (Catholic Health Services Obligated Group Facilities) (the "Refunded Bonds") and (ii) pay costs of issuance of the Bonds. The Refunded Bonds were issued by the Authority for the purpose of (i) financing the costs of various interior and/or exterior capital improvements to the St. Anne's Nursing Center, St. Anne's Residence, Inc. (the "St. Anne's Facility") located in unincorporated Miami-Dade County and St. John's Rehabilitation Hospital and Nursing Center Inc., d/b/a St. Anthony's Rehabilitation Hospital (the "St. Anthony's Facility"), located in Broward County, Florida, (ii) refunding on a current basis certain outstanding bonds issued by the City of North Miami Health Facilities Authority for the benefit of the hereinafter described Obligated Group (the "North Miami Bonds") which were issued to finance and refinance interior and/or exterior capital improvements to two health facilities known as Villa Maria Nursing and Rehabilitation Center, Inc. d/b/a Villa Maria Nursing Center and St. Catherine's Rehabilitation Hospital, located in the City of North Miami, Florida (the "North Miami Facility") and St. Joseph Residence, Inc., located in Broward County, Florida (the "St. Joseph Facility" and, together with the St. Anthony's Facility, the "Broward Facilities"), (iii) refinancing certain outstanding debt of the Obligated Group incurred in connection with interior and/or exterior capital improvements to the North Miami Facility and to the St. Anthony's Facility, (iv) financing the cost of the acquisition, construction and equipping of a rehabilitation hospital known as St. Catherine's West Rehabilitation Hospital, located in the City of Hialeah Gardens, Florida (the "Hialeah Gardens Facility" and, together with the North Miami Facility, the St. Anne's Facility and the Broward County Facilities, the "Facilities"), (v) paying routine interior and/or exterior capital expenditures for three years of any and all members of the Obligated Group for the any or all of the Facilities, and (vi) paying costs of issuance of the Refunded Bonds.

The hearing is being held, in accordance with Section 147(f)

Exhibit B

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of the Code, for the purpose of affording the residents of Miami-Dade County and other interested persons an opportunity to be heard on the proposed issuance of the Bonds by the Authority and the advance refunding of the Refunded Bonds. Subsequent to the hearing, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") will consider whether to approve the issuance of the Bonds by the Authority. Upon such approval, the Authority will enter into an interlocal agreement with Miami-Dade County in order to authorize the Authority to issue that portion of the Bonds and apply the proceeds thereof for the benefit of those Facilities that are located outside of the geographical boundaries of the Authority and within unincorporated Miami-Dade County. The Authority will also enter into a separate interlocal agreement with the City of North Miami, Florida and Broward County, Florida in order to authorize the Authority to issue that portion of the Bonds and apply the proceeds thereof for the benefit of those Facilities that are located within those jurisdictions.

THE BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY, OR OBLIGATION OF MIAMI-DADE COUNTY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF.

The Facilities are owned and operated by one or more of the following: St. Anne's Nursing Center, St. Anne's Residence, Inc., Villa Maria Nursing and Rehabilitation Center, Inc., St. John's Rehabilitation Hospital and Nursing Center, Inc., Catholic Health Services, Inc., Catholic Home Health Services of Broward, Inc., Catholic Housing for the Elderly & Handicapped, Inc., St. Joseph Residence, Inc., and Villa Maria Health Care Services, Inc. (collectively, the "Obligated Group"). The St. Anne's Facility is located at 11855 Quail Roost Drive, Miami, Florida, in unincorporated Miami-Dade County. The Hialeah Gardens Facility is located at 8850 NW 122nd Street, Hialeah Gardens, Miami-Dade County. The North Miami Facility is located at 1050 NE 125th Street, North Miami, Miami-Dade County. The Broward Facilities are located at 3487 NW 30th Street (St. Anthony's Facility), and at 3485 NW 30th Street (St. Joseph Facility), both in the City of Lauderdale Lakes, Broward County, Florida.

All interested persons are invited to attend and be heard.

If any person decides to appeal any decision made by the Board with respect to any matter considered at such meeting, such person will need a record of the proceedings, and for such purpose will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is based.

MIAMI-DADE COUNTY, FLORIDA

Exhibit B