

August 23, 2016

TO: MEMBERS OF THE PINELLAS SCHOOL BOARD LEASING CORPORATION

FROM: MICHAEL A. GREGO, Ed.D., SECRETARY/TREASURER

SUBJECT: Request Approval of the Corporate Resolution Authorizing the Issuance of Certificates of Participation, Series 2016A to Finance the Acquisition, Construction and Equipping of Various Educational Facilities in the District and Authorizing the President and Secretary to Execute and Deliver Necessary Documents in Connection Therewith

**BACKGROUND:**

The Corporate Resolution approves lease-purchase financing of the acquisition, construction and equipping of various educational facilities in the district through the implementation of the School Board's Master Lease (COPS) Program with the Corporation. The financing, if approved, would be accomplished through the issuance of Certificates of Participation, Series 2016A (the "Series 2016A Certificates") in the aggregate principal amount not-to-exceed \$90,000,000. The Corporate Resolution authorizes the issuance of the Series 2016A Certificates in order to finance such improvements as long as certain parameters are met, including a true interest cost of not more than 5.00%. The Corporate Resolution also authorizes the President and Secretary to execute all necessary documents and take such other action as necessary or required to accomplish the financing.

**STRATEGIC DIRECTION:** Effective & Efficient Use of Resources

**ALTERNATIVES:**

1. Approve the Corporate Resolution.
2. Do not approve the Corporate Resolution.

**RECOMMENDATION:**

Alternative No. 1 is recommended.

**RATIONALE:**

Approval of this resolution authorizes the district and its finance team to proceed with the financing process for the issuance of the Series 2016A Certificates of Participation.

**FINANCIAL IMPACT:**

Approval will result in the issuance of a Certificates of Participation, which will utilize the district's capital outlay millage (Local Capital Improvement Fund) as the source of repayment.

**DATA SOURCES:**

Karen L. Coffey, Executive Director, Budget & Resource Allocation  
Ford and Associates  
Nabors, Giblin and Nickerson

**SUBMITTED BY:**

Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services

**PINELLAS SCHOOL BOARD LEASING CORPORATION  
CORPORATE RESOLUTION**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PINELLAS SCHOOL BOARD LEASING CORPORATION AUTHORIZING THE LEASE-PURCHASE OF CERTAIN EDUCATIONAL FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE-PURCHASE AGREEMENT AND LEASE SCHEDULE NO. 2016A THERETO RELATING TO THE LEASE-PURCHASE OF SUCH FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT AND A SERIES 2016A SUPPLEMENTAL TRUST AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING \$90,000,000 AGGREGATE PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION (THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA MASTER LEASE PROGRAM), SERIES 2016A EVIDENCING AN UNDIVIDED PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN BASIC RENT PAYMENTS TO BE MADE UNDER A MASTER LEASE-PURCHASE AGREEMENT BY THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA; AUTHORIZING A NEGOTIATED SALE OF SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; DELEGATING TO THE PRESIDENT OR VICE-PRESIDENT AND SECRETARY AND THEIR DESIGNEE(S) THE AUTHORITY TO APPROVE THE FINAL TERMS AND DETAILS OF THE CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT RELATING TO THE LEASE OF CERTAIN REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT OF LEASE AGREEMENT AND AN ASSIGNMENT OF GROUND LEASE AGREEMENT WITH THE TRUSTEE WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION; DELEGATING TO THE PRESIDENT, VICE PRESIDENT AND THEIR

DESIGNEES THE AUTHORITY TO EXECUTE AND DELIVER A CERTIFICATE PURCHASE AGREEMENT IN CONNECTION WITH A DELEGATED NEGOTIATED SALE OF SUCH CERTIFICATES OF PARTICIPATION IN ACCORDANCE WITH THE PARAMETERS SET FORTH IN A RESOLUTION OF THE SCHOOL BOARD ADOPTED ON THE DATE HEREOF; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PINELLAS SCHOOL BOARD LEASING CORPORATION:**

**SECTION 1. DEFINITIONS.** The following capitalized terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

**"Act"** means Chapters 1001, et. seq., and 617, Florida Statutes, and other applicable provisions of law.

**"Assignment of Ground Lease"** means the Assignment of Ground Lease Agreement, from the Corporation to the Trustee, the substantial form of which is attached hereto as Exhibit G.

**"Assignment of Lease Agreement"** means the Assignment of Lease Agreement from the Corporation to the Trustee, the substantially final form of which is attached hereto as Exhibit H.

**"Board"** means the Board of Directors of the Corporation.

**"Certificate Purchase Agreement"** means the Certificate Purchase Agreement to be dated the date of sale of the Series 2016A Certificates, among the Underwriters, the School Board and the Corporation, the substantially final form of which is attached hereto as Exhibit F (excluding any terms of the Series 2016A Certificates dependent upon the pricing).

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Corporation"** means the Pinellas School Board Leasing Corporation, a Florida not-for-profit corporation.

**"District"** means the School District of Pinellas County, Florida.

**"Financial Advisor"** means Ford & Associates, Inc.

**"Ground Lease"** means the Ground Lease Agreement, between the School Board and the Corporation, the substantially final form of which is attached hereto as Exhibit E.

**"Lease Agreement"** means the Master Lease-Purchase Agreement, between the Corporation and the School Board, the substantially final form of which is attached hereto as Exhibit A.

**"Lease Schedule No. 2016A"** means Lease Schedule No. 2016A to the Lease Agreement, between the Corporation and the School Board, the substantially final form of which is attached hereto as Exhibit B.

**"Master Trust"** means the Master Trust Agreement, by and among the School Board, the Corporation and the Trustee, the substantially final form of which is attached hereto as Exhibit C.

**"President"** means the President of the Corporation and, in his or her absence or unavailability, the Vice-President of the Corporation or such other person as may be duly authorized to act on his or her behalf.

**"School Board"** means The School Board of Pinellas County, Florida, acting as the governing body of the District.

**"Secretary"** means the Secretary of the Corporation, and, in his or her absence or unavailability, a member of the Board of Directors of the Corporation or such other person as may be duly authorized to act on his or her behalf.

**"Series 2016A Certificates"** means the Certificates of Participation (The School Board of Pinellas County, Florida Master Lease Program), Series 2016A Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Pinellas County, Florida, to be dated as of their date of issuance (or such other date as shall be set forth in the Certificate Purchase Agreement, executed and delivered in connection with the issuance of the Series 2016A Certificates) and to be executed, authenticated and delivered by the Trustee under the Trust Agreement in accordance with the provisions of this Resolution and the Series 2016A Supplemental Trust Agreement.

**"Series 2016A Project"** shall have the meaning as ascribed thereto in Lease Schedule No. 2016A, as the same may be amended or modified from time to time in accordance with the Lease Agreement.

**"Series 2016A Supplemental Trust Agreement"** means the Series 2016A Supplemental Trust Agreement relating to the Series 2016A Certificates, among the School Board, the Corporation and the Trustee, the substantially final form of which is attached hereto as Exhibit D.

**"Special Counsel"** means Nabors, Giblin & Nickerson, P.A.

**"Trust Agreement"** means the Master Trust, as the same may be amended and supplemented, particularly as supplemented by the Series 2016A Supplemental Trust Agreement.

**"Trustee"** means U.S. Bank National Association, Orlando, Florida, or any successor thereto.

**"Underwriters"** means Raymond James & Associates, Inc. and the underwriters listed in the Certificate Purchase Agreement.

**SECTION 2. FINDINGS.** It is hereby found and determined that:

(A) The School Board has expressed its desire to establish a master lease-purchase financing program (the "Financing Program") to lease-purchase various educational facilities and sites such as the Series 2016A Project, and in furtherance thereof, has authorized the execution and delivery of the Lease Agreement, Lease Schedule No. 2016A, the Trust Agreement, the Ground Lease, the Assignment of Ground Lease, the Assignment of Lease Agreement, the Series 2016A Certificates, and the lease-purchase acquisition and construction of the Series 2016A Project.

(B) The Corporation is authorized and empowered by the its Articles of Incorporation, Bylaws and the Act to enter into transactions such as that contemplated by this Resolution, the Lease Agreement, Lease Schedule No. 2016A, the Trust Agreement, the Ground Lease, the Assignment of Ground Lease and Assignment of Lease Agreement, and to fully perform its obligations thereunder in order to acquire, construct install and equip the Series 2016A Project and lease the Series 2016A Project to the School Board.

(C) Due to the present volatility of the market for tax-exempt obligations such as the Series 2016A Certificates and the complexity of the transactions relating to such Series 2016A Certificates, it is in the best interest of the Board that the Series 2016A Certificates be sold by a delegated, negotiated sale, allowing market entry at the most advantageous time, rather than at a specified advertised date, thereby obtaining the best possible price and interest rate for the Series 2016A Certificates.

(D) The Corporation and the School Board have been advised by their Financial Advisor, Ford & Associates, Inc., as to the market appropriateness of preparing for the purchase proposal of the Underwriters in light of current market levels and conditions and as to the acceptance of a Certificate Purchase Agreement pursuant to a delegated sale subject to the conditions provided herein.

(E) The Series 2016A Certificates shall be secured solely as provided in the Trust Agreement, the Lease Agreement, Lease Schedule No. 2016A and the Assignment

of Lease Agreement, it being understood that neither the Series 2016A Certificates nor the interest represented thereby shall be or constitute a general obligation of the District, the School Board, Pinellas County, Florida or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the District, the School Board, Pinellas County, Florida or the State of Florida, or any political subdivision or agency thereof, or a lien upon any property of or located within the boundaries of the District.

**SECTION 3. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Corporation's Articles of Incorporation, the Act and other applicable provisions of law.

**SECTION 4. AUTHORIZATION OF LEASE-PURCHASE OF THE SERIES 2016A PROJECT.** The Corporation hereby authorizes the acquisition, construction and installation of the Series 2016A Project and the lease-purchase of such Series 2016A Project to the School Board in accordance with the terms of the Lease Agreement and Lease Schedule 2016A.

**SECTION 5. APPROVAL OF LEASE AGREEMENT.** Subject to the provisions of Section 14 hereof, the Board hereby authorizes and directs the President to execute the Lease Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Lease Agreement to the School Board for its execution. The Lease Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes, amendments, modifications, omissions and additions as may be approved by said President. Execution by the President of the Lease Agreement shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 6. APPROVAL OF LEASE SCHEDULE 2016A.** Subject to the provisions of Section 14 hereof, the Board hereby authorizes and directs the President to execute Lease Schedule No. 2016A, and the Secretary to attest the same under the seal of the Corporation, and to deliver Lease Schedule 2016A to the School Board for its execution. Lease Schedule 2016A shall be in substantially the form attached hereto as Exhibit B, with such changes, amendments, modifications, deletions and additions as may be approved by such. Execution of Lease Schedule 2016A by the President shall be deemed to be conclusive evidence of approval of such changes. The authorization to execute and deliver Lease Schedule 2016A is expressly conditioned upon compliance with the terms and conditions set forth in the Certificate Purchase Agreement for execution, authentication and delivery of the Series 2016A Certificates.

**SECTION 7. APPROVAL OF THE MASTER TRUST.** Subject to the provisions of Section 14 hereof, the Board hereby authorizes and directs the President to execute the Master Trust, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Master Trust to the School Board and the Trustee for their execution. The Master Trust shall be in substantially the form attached hereto as Exhibit

C, with such changes, amendments, modifications, omissions and additions as may be approved by said President. Execution by the President of the Master Trust shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 8. APPROVAL OF THE SERIES 2016A SUPPLEMENTAL TRUST AGREEMENT.** Subject to the provisions of Section 14 hereof, the Board hereby authorizes and directs the President to execute the Series 2016A Supplemental Trust Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Series 2016A Supplemental Trust Agreement to the Trustee for its execution. The Series 2016A Supplemental Trust Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, amendments, modifications, deletions and additions as may be approved by said President. Execution by the President of the Series 2016A Supplemental Trust Agreement shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 9. APPROVAL OF THE GROUND LEASE.** Subject to the provisions of Section 14 hereof, the Board hereby authorizes and directs the President to execute the Ground Lease, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Ground Lease to the School Board for its execution. The Ground Lease shall be in substantially the form attached hereto as Exhibit E, with such changes, amendments, modifications, deletions and additions as may be approved by said President. Execution by the President of the Ground Lease shall be deemed to be conclusive evidence of approval of such changes. At such time, if ever, as the School Board acquires any remaining sites for the Series 2016A Project, the President and Secretary are authorized to sign such amendatory or supplemental documents as shall be necessary to subject such property to the terms of the Ground Lease or to release any portion of such property or permit any new Permitted Encumbrances thereon.

**SECTION 10. APPROVAL OF THE CERTIFICATE PURCHASE AGREEMENT.** Subject to the provisions of Section 14 hereof, the Board hereby authorizes and directs the President to execute the Certificate Purchase Agreement, the Secretary to attest the same, and to deliver the Certificate Purchase Agreement to the Underwriters and the School Board for their execution. The Series 2016A Certificates shall be sold to the Underwriters at the purchase price indicated in the Certificate Purchase Agreement. The Certificate Purchase Agreement shall be substantially in the form attached hereto as Exhibit F with such changes thereto as shall be necessary to reflect the final terms and provisions of the Series 2016A Certificates. Execution of the Certificate Purchase Agreement by the President shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 11. APPROVAL OF THE ASSIGNMENT OF GROUND LEASE.** Subject to the provisions of Section 14 hereof, the Board hereby authorizes and directs the President to execute the Assignment of Ground Lease, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Assignment of

Ground Lease to the Trustee. The Assignment of Ground Lease shall be in substantially the form attached hereto as Exhibit G with such changes, amendments, modifications, omissions and additions as may be approved by said President. Execution by the President of the Assignment of Ground Lease shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 12. APPROVAL OF THE ASSIGNMENT OF LEASE AGREEMENT.** Subject to the provisions of Section 14 hereof, the Board hereby authorizes and directs the President to execute the Assignment of Lease Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Assignment of Lease Agreement to the Trustee for its execution. The Assignment of Lease Agreement shall be in substantially the form attached hereto as Exhibit H with such changes, amendments, modifications, deletions and additions as may be approved by said President. Execution by the President of the Assignment of Lease Agreement shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 13. AUTHORIZATION OF EXECUTION AND DELIVERY OF REQUEST AND AUTHORIZATION CERTIFICATE.** Subject to the provisions of Section 14 hereof, the Board hereby authorizes and directs the President to execute and deliver a Request and Authorization Certificate substantially in the form attached to the Trust Agreement as Exhibit C, authorizing the Trustee to execute and deliver not in excess of \$90,000,000 aggregate principal amount of Series 2016A Certificates and containing such other details as shall be necessary to conform such Request and Authorization Certificate to the final terms and details of the Series 2016A Certificates as set forth in Lease Schedule 2016A, the Series 2016A Supplemental Trust Agreement and the Certificate Purchase Agreement related to the Series 2016A Certificates.

**SECTION 14. AUTHORIZATIONS SUBJECT TO CONDITIONS SUBSEQUENT.** The authorizations set forth in Sections 4 through 13 hereof with respect to the lease-purchase of the Series 2016A Project and the execution and delivery of Lease Schedule 2016A, the Series 2016A Supplemental Trust Agreement, the Ground Lease, the Assignment of Ground Lease, the Assignment of Lease Agreement, the Certificate Purchase Agreement and the Request and Authorization Certificates are subject in all respects to satisfaction of the requirements set forth in Section 11(B) of the School Board Certificate Resolution of even date herewith (the "School Board Resolution") and relating to the issuance of the Series 2016A Certificates. Execution and delivery of said documents by the Chairman and Superintendent or their designee(s) (as such terms are defined in the School Board Resolution) of the School Board shall be deemed conclusive evidence of the satisfaction of the requirements set forth in said Section 11(B) of the School Board Resolution and this Section 14.

**SECTION 15. APPOINTMENT OF TRUSTEE.** U.S. Bank National Association, Orlando, Florida, is hereby designated as Trustee with respect to the Financing Program.



**SECTION 16. GENERAL AUTHORITY.** Subject to the provisions of Section 14 hereof, the President, Secretary and the other officers, attorneys and other agents or employees of the Corporation are hereby authorized to do all acts and things required of them by this Resolution or the Certificate Purchase Agreement or desirable or consistent with the requirements of this Resolution, the School Board Resolution, the Lease Agreement, Lease Schedule No. 2016A, the Trust Agreement, the Series 2016A Supplemental Trust Agreement, the Ground Lease, the Assignment of Ground Lease, the Assignment of Lease Agreement or the Certificate Purchase Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the Corporation is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The foregoing officers are authorized to enter into any investment agreement, guaranteed investment contract or repurchase agreement in connection with the Series 2016A Certificates upon the advice of the Financial Advisor and Special Counsel. The foregoing officers are authorized to change the dated date of the documents authorized herein or to change the designation of the Series 2016A Certificates, if necessary or desirable, for accomplishing the acts herein authorized. In the event that the President or Vice President of the Corporation is unavailable to perform the actions authorized hereby, any other member of the Board shall be authorized to act on their behalf. In the event that the Secretary is unavailable to perform the actions authorized hereby, any other member, officer or representative of the Corporation shall be authorized to act on his or her behalf.

**SECTION 17. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision 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 18. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this 23rd day of August, 2016.

**PINELLAS SCHOOL BOARD LEASING  
CORPORATION**

(SEAL)

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Approved As To Form:



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School Board Attorneys Office