

RESOLUTION NO. 257

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE EXECUTION OF A JOINDER TO INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AND THE FLORIDA DEVELOPMENT FINANCE CORPORATION FOR THE PURPOSE OF AUTHORIZING THE FLORIDA DEVELOPMENT FINANCE CORPORATION TO EXERCISE ITS POWER AND AUTHORITY WITHIN THE CORPORATE LIMITS OF ST. JOHNS COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The Florida Development Finance Corporation (Issuer) was created by the Florida Development Finance Corporation Act (the Act) as set forth in Chapter 288, Part IX, Florida Statutes; and

**WHEREAS,** the Act provides in part that the Issuer may issue revenue bonds to finance projects for the benefit of approved Florida businesses to enhance economic development of the state of Florida, provided that the Issuer has entered into an interlocal agreement with the local government agency in which the project will be located; and

**WHEREAS,** the Issuer entered into an interlocal agreement with Orange County on April 12, 1994 (the Agreement), a copy of which is attached to this resolution as Exhibit A, in which Orange County granted the Issuer the full right, power, and authority to exercise any and all powers set forth in the Act and under the Florida Interlocal Cooperation Act of 1969 (the Interlocal Act), to the extent that the exercise of such powers is consistent with the purposes of the Act, for the Issuer within the respective corporate limits of Orange County; and

**WHEREAS,** the Interlocal Agreement provides that any other public agency may join in the Interlocal Agreement at any time for the purpose of granting the Issuer full right, power, and authority to exercise any and all powers set forth in the Act and under the Interlocal Act, to the extent that the exercise of such powers is consistent with the purpose of the Act, within the public agency's corporate limits by execution of a joinder to the Interlocal Agreement; and

**WHEREAS,** the St. Johns County Board of County Commissioners (the Board) desires to grant the Issuer full right, power, and authority to exercise any and all powers set forth under the Act and under the Interlocal Act, to the extent that the exercise of such powers is consistent with the purposes of the Act, within St. Johns County (the County), including without limitation the issuance of bonds to finance projects.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

**1. Authorization to Execute Joinder.**

**A.** The Board approves the Interlocal Agreement and authorizes the Chair to execute the joinder attached as Exhibit B to this resolution, deliver an executed copy to FDFC, and file an executed copy, together with a copy of the Interlocal Agreement in the public records of St. Johns County.

**B.** The Board of County Commissioners of St Johns County, Florida shall not be liable or responsible for any of the indebtedness, liabilities, costs, or expenses of the Issuer. All debts, liabilities, costs, and expenses incurred by the Issuer shall be paid solely by the Issuer as permitted under the Act.

**C.** Bonds, notes, or other indebtedness issued or insured by the Issuer shall not constitute a debt, liability, or obligation of the County or the State, or any political subdivision thereof or a pledge of the faith and credit or any taxing power of the County or the State or any political subdivision thereof, but shall be limited obligations of the Issuer payable solely and secured by a pledge of payments made by the Issuer and other funds provided therefor.

**2. Findings of Fact.** The Board makes the following findings of fact in support of its execution of the joinder:

**A.** There is a need to enhance economic activity in Florida's cities and counties by attracting manufacturing, development, business enterprise management, and other activities conducive to economic promotion in order to provide a stronger, more balanced, and stable economy.

**B.** A significant portion of the businesses in Florida's cities and counties, or businesses desiring to locate themselves in Florida's cities and counties, encounter difficulty in obtaining financing or are unable to obtain financing at all. This impairs the expansion of economic activity and the creation of jobs and income in communities throughout the state.

**C.** The businesses most often affected by these financing difficulties are small businesses critical to the economic development of Florida's cities and counties.

**D.** Florida's economic well-being would be enhanced by the provision of financing to businesses on terms competitive with those available in the most developed financial markets world-wide.

**E.** It serves a public interest to facilitate cooperation between public and private organizations in the promotion, development, and conduct on business activity within the state of Florida in order to advance the business prosperity and economic welfare of Florida's cities and counties and their inhabitants; encourage and assist new business and industry through loans, investments, or other business transactions; rehabilitate and assist existing business; and create maximum opportunities for employment, encouragement of thrift, and improvement of the standard of living of Florida's citizens.

3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 19<sup>th</sup> day of November, 2013.

ATTEST: Cheryl Strickland, Clerk

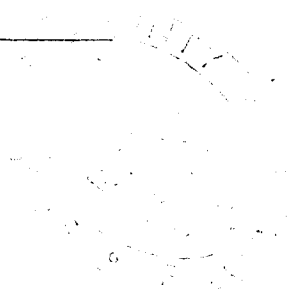
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Ram Halterman  
Deputy Clerk

By: [Signature]  
John H. Morris, Chair

Rendition Date: 11/21/13

Effective Date: 11/19/13



**EXHIBIT A**

**INTERLOCAL AGREEMENT**

[Attached]

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT ITS MEETING

JUL 12 1994 *s/jew* INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, dated for convenience as of April 12, 1994 (the "Agreement"), is among ORANGE COUNTY, FLORIDA ("Orange County"), each of the other public agencies which may hereafter become a party to this Agreement pursuant to the provisions of Section 3 hereof (individually, a "Participating Public Agency" and, collectively, "Participating Public Agencies"), and the FLORIDA DEVELOPMENT FINANCE CORPORATION, a public body corporate and politic organized under the laws of Florida (the "Corporation").

Orange Co FL 4951764  
07/27/94 02:49:26pm  
DR BK 4-774  
REC 37.50

WHEREAS, pursuant to Chapter 93-187, Laws of Florida (1993), the Legislature of the State of Florida adopted the Florida Development Finance Corporation Act of 1993 (such Act, as may from time to time be amended, is herein referred to as the "Act"); and

WHEREAS, in order to efficiently and effectively achieve the purposes of the Act, the Legislature determined that it was necessary and in the public interest to create a special development finance authority to cooperate and act in conjunction with public agencies of this state and local governments of this state, through interlocal agreements pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (the "Interlocal Act"), in the promotion and advancement of projects related to economic development throughout the state; and

WHEREAS, pursuant to the Act there was created a public body corporate and politic known as the "Florida Development Finance Corporation" with the power to function for any purposes of the Act within the corporate limits of any public agency with which it has entered into an interlocal agreement; and

WHEREAS, the Act provides that a city or county of Florida shall be selected by a search committee of the Enterprise Florida Capital Partnership Board, which city or county shall be authorized to activate the corporation; and

WHEREAS, Orange County has been selected by the Enterprise Florida Capital Partnership Board as the appropriate county to activate the corporation and Orange County has agreed to enter into this Interlocal Agreement pursuant to the Interlocal Act for the purpose of activating the Corporation.

NOW, THEREFORE, Orange County and the Corporation have agreed to enter into this Interlocal Agreement pursuant to the following terms:

Section 1. Activation of Corporation.

Orange County hereby confirms that it has activated the Corporation pursuant to the Act by resolution adopted by the Board of County Commissioners of Orange County on April 12, 1994 for purposes of authorizing the Corporation to function within the corporate limits of Orange County for any of the purposes of the Act.

Section 2. Authorization to Act.

Orange County and each Participating Public Agency which hereafter joins in this Interlocal Agreement by its execution of a joinder hereto as provided in Section 3 hereof hereby agrees that the Corporation shall have full right, power and authority to exercise any and all

This Instrument Was Prepared By:  
JAMES L. MORRIS, Esq.  
State Auditor & Clerk  
3-00 South of Town

powers set forth in the Act and under the Interlocal Act (to the extent that the exercise of such powers is consistent with the purposes of the Act) for the Corporation within their respective corporate limits.

Section 3. Joinder by Additional Participating Public Agencies.

Any other public agency may join in this Agreement at any time hereafter by execution of an addendum to this Agreement in the form of Exhibit A attached hereto. Neither Orange County nor any other Participating Public Agency shall be required to consent to or authorize the joinder of any other Participating Public Agency in this Agreement and any such joinder by any other Participating Public Agency shall be deemed to be effective upon the later of the filing of a copy of this Agreement and the joinder with the Clerk of the Circuit Court of the County in the State of Florida within which each such Participating Public Agency is located and the delivery of a copy of the executed joinder to the office of the Corporation in Orlando, Florida. A Participating Public Agency shall have the right to terminate its status as a Participating Public Agency by written notice delivered to the office of the Corporation in Orlando; provided, that no such termination shall be effective until all bonds or other indebtedness of the Corporation authorized by the Participating Public Agency to be issued by the Corporation pursuant to the Act shall have been fully repaid or redeemed (or provision made for such full repayment or redemption) by the Corporation.

Section 4. Corporate Existence.

The Corporation shall have perpetual succession as a body corporate and politic of the State of Florida in accordance with the Act. This Agreement shall continue in full force and effect for so long as the Corporation shall remain in existence.

Section 5. Costs of the Corporation.

Neither Orange County nor any other Participating Public Agency shall be liable or responsible for any of the indebtedness, liabilities, costs or expenses of the Corporation, which indebtedness, liabilities, costs and expenses shall be funded solely by the Corporation as permitted pursuant to the Act. Bonds, notes, or other indebtedness issued or insured by FDFC shall not constitute a debt, liability or obligation of Orange County, Florida, or the State of Florida or any political subdivision thereof or any other Participating Public Agency or a pledge of the faith and credit or any taxing power of Orange County or the State of Florida or any political subdivision thereof or any other Participating Public Agency, but shall be limited obligations of the FDFC payable solely from and secured by a pledge of payments made by the FDFC and other funds provided therefor. Neither Orange County nor any other Participating Public Agency shall be entitled to receive any fees or other payments from the Corporation in connection with its execution or joinder in this Agreement or with respect to the operation or exercise of the powers of the Corporation.

OR  
BK 4-774  
Pg. 971  
Orange Co FL 4951764

Section 6. Corporation Operations.

The Corporation shall be responsible for the administration of its own affairs pursuant to this Agreement and the Act and shall not be hereafter required to obtain any approval, consent or authorization in any respect from Orange County or any other Participating Public Agency, except as may otherwise be expressly provided by the Act or any other provision of applicable law.

Section 7. Effective Date of Agreement.

This Interlocal Agreement shall be effective upon the filing hereof with the Comptroller of Orange County, Florida, and the Clerk of the Circuit Court of Orange County, Florida, as required by the Interlocal Act.

Section 8. Definitions.

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meanings when used herein as in the Act.

Section 9. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives and their respective seals affixed as of the date set forth next to their respective signatures below.

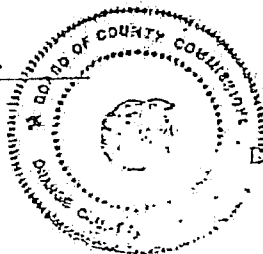
ORANGE COUNTY, FLORIDA

*Tom Staley*  
for the County Chairman

Attest: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

*[Signature]*  
Clerk

(SEAL)



Date: 7/14/94

FLORIDA DEVELOPMENT FINANCE CORPORATION

By: Thomas D. Stewart  
Chairman

Attest:

John Q. Mitchell  
Secretary

(SEAL)

Date: May 26, 1934

OR Bk 4774 Pg 973  
Orange Co FL 4951764




STATE OF FLORIDA     )  
                                  )  
COUNTY OF ORANGE    )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Tom Staley as vice-chairman of ORANGE COUNTY, FLORIDA, who executed the foregoing instrument on behalf of said county and acknowledged to and before me that (s)he did so voluntarily and for the purposes set forth herein, and who produced (personally known) as identification and who did take an oath.

WITNESS my hand and official seal in the State and County last aforesaid this 11th day of July, 1994

Trisha M. Grennell  
Notary Public  
State of Florida  
Name: Trisha M. Grennell  
Commission No. CC316626

(Seal)   
TRISHA M. GRENHELL  
MY COMMISSION # CC316626 EXPIRES  
September 16, 1997  
BOLDED TRU TY TY FARM INSURANCE, INC.  
My commission expires: September 16, 1997

**EXHIBIT B**

**JOINDER TO INTERLOCAL AGREEMENT**  
[Attached]

## JOINDER TO INTERLOCAL AGREEMENT

THIS JOINDER TO INTERLOCAL AGREEMENT (Joinder) is being entered into as of this \_\_\_ day of \_\_\_\_\_, 2013 by and between **ST. JOHNS COUNTY, FLORIDA** and the **FLORIDA DEVELOPMENT FINANCE CORPORATION**.

**WHEREAS**, Orange County, Florida, and the Florida Development Finance Corporation have heretofore entered into that certain Interlocal Agreement, dated as of April 12, 1994 (Interlocal Agreement), providing for the activation of the Florida Development Finance Corporation (FDFC) pursuant to the provisions of the Florida Development Finance Corporation Act of 1993 (the Act); and

**WHEREAS**, the Act and the Interlocal Agreement provide that any other public agency, as defined in the Act, may enter into an Interlocal Agreement in order to permit the FDFC to function within the corporate limits of such public agency; and

**WHEREAS**, St. Johns County, Florida (the County), a public agency as defined in the Act, desires that the FDFC function within the jurisdictional limits of the County;

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**Section 1.** The County hereby joins in the Interlocal Agreement and agrees to be bound by all the terms and provisions thereof. The County further agrees to file an executed copy of this Joinder, together with a copy of the Interlocal Agreement, in the public records of the County.

**Section 2.** The execution of this Joinder shall be solely for the purpose of satisfying the requirements of the Act in order to grant the FDFC full right, power, and authority to exercise any and all powers set forth in the Act and under the Florida Interlocal Act of 1969, as amended (to the extent that the exercise of such powers is consistent with the purposes of the Act) within the jurisdictional limits of the County and shall not be construed as an approval of any zoning, building, or other developmental or regulatory permit, and the Board of County Commissioners of the County shall not be construed by virtue of its adoption of this resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard.

**Section 3.** The County shall not be liable or responsible for any of the indebtedness, liabilities, costs, or expenses of the FDFC. All debts, liabilities, costs, and expenses incurred by the FDFC shall be paid solely by the FDFC as permitted under the Act.

**Section 4.** Bonds, notes, or other indebtedness issued or insured by the FDFC shall not constitute a debt, liability, or obligation of the County or the State of Florida, or any political subdivision thereof or a pledge of the faith and credit or any taxing power of the County or the State of Florida or any political subdivision thereof, but shall be limited obligations of the FDFC payable solely and secured by a pledge of payments made by borrowers to the FDFC and other funds provided therefor.

**Section 5.** Any notice sent pursuant to this agreement shall be sufficient if sent by regular U.S. Mail to the following addresses:

- A. St. Johns County: Office of the County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084
  
- B. FDFC: Executive Director  
Florida Development Finance Corporation  
800 North Magnolia Avenue, Suite 1100  
Orlando, Florida 32803

**IN WITNESS WHEREOF,** ST. JOHNS COUNTY, FLORIDA, has caused this Joinder to Interlocal Agreement to be executed for the uses and purposes therein expressed on this \_\_\_\_ day of \_\_\_\_\_, 2013.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk

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STATE OF FLORIDA,  
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, Chairman, Board of County Commissioners, St Johns County, Florida, to me personally known, and acknowledged before me that he is the person who signed the above and foregoing Joinder to Interlocal Agreement for the uses and purposes therein contained.

WITNESS my hand and seal of my office, St Johns County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission expires: \_\_\_\_\_

## **New fiber optics heading for Jacksonville will add 'extreme' speed to Internet, computer use**

by Drew Dixon

Date: May 28, 2013

Fiber-optic cables being installed in Miami are the start of a new network that's going right through Jacksonville, bringing higher speeds for Internet users, more capacity for data-hungry companies and a likely increase in high-tech jobs for the First Coast area.

Allied Fiber LLC has started the \$40 million project, which will run cables from Miami to Atlanta. It's the first phase of a five-phase national project, with the 754-mile path retracing railroad routes, which the company uses because they connect cities, communities and locales.

Just like the railways brought new commerce through town, the new fiber-optic network will bring an enhanced high-tech haul to the area.

"Extreme high-speed access will be brought into Jacksonville," said Jason Cohen, president and chief operating officer for Allied Fiber.

The network-neutral system can be used by telephone and wireless carriers, cable companies and other businesses.

It will also provide the bandwidth for Allied to set up its own data centers as well as hook up centers built by other companies.

"There will be a tremendous number of jobs created," Cohen said, "not only building these large data center campuses, but also to operate and maintain them."

Data centers are massive buildings that house host servers, cooling systems, security systems and routing systems, said Sanjay Ahuja, a full professor at the University of North Florida School of Computing. Jacksonville is home to several centers, including those used by a number of clients — such as those operated by Peak 10 Inc. — as well as company-specific centers operated by businesses such as CSX Corp.

"Adding more capacity to the backbone of Jacksonville can assist us, grow our economy and add more jobs," Ahuja said.

Something as simple as social network applications such as Facebook and Twitter generate massive amounts of data each day. Increased speed and capacity as promised in the Allied Fiber project will

mean computer or smartphone users could upload photographs, videos or documents much faster, Ahuja said.

Cohen said he had no specific numbers of the jobs that will be created, because the project won't be completed in North Florida until late October. But he said that in addition to hiring by Allied Fiber for its data centers, existing and potential new companies likely will create jobs to outfit their operations due to the enhanced technology networks.

Jerry Mallot, president of JAXUSA Partnership, the JAX Chamber's economic development organization, said there's no underestimating the importance a new fiber-optic route will have on Jacksonville commerce.

"It's a big deal and it's growing," Mallot said. "The ability to have broader capacity and higher speed of data transmission is a critical element to all companies."

Mallot said the fact the new information technology route will run through Jacksonville will be used for business recruitment.

"When people site or locate things like data centers, they look for a number of things that will help them be most effective," Mallot said. "This new fiber system is dramatically expanding the capacity and the speed. ... Most people around the country do not have this kind of capacity."

In terms of the impact on business, Ahuja said the new networks are invaluable to Jacksonville.

"You will be able to attract newer and high-tech companies to the area because of this connectivity. Medical facilities will be able to use this because they transmit huge amounts of medical images and data. Jacksonville is trying to upgrade its public services, they can also use this fiber backbone," Ahuja said.

While being in the middle of the new network doesn't guarantee more new businesses landing in Jacksonville, Mallot said without it, business recruitment would be extremely challenging.

"It is a very important factor. It's not the only factor, but if you don't have capacity and speed, you're not likely to be under consideration," Mallot said. "Because we're blessed with three significant railroads in our area, cyber-roads follow those and that allows us to be on that highway."

Ultimately, Cohen said the new fiber-optic lines are akin to carriers of increased information cargo.

"Today, you could consider the networks that come in through Jacksonville like dirt roads. We're building a new superhighway with hundreds of lanes," Cohen said. "We're actually replacing small things that exist but building something far more advanced, sophisticated and capable of far more delivery in not just speed, but capacity."