

# RESOLUTION

*of the*

**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**

*regarding*

**AUTHORIZING THE FIRST AMENDMENT TO INTERLOCAL  
AGREEMENT WITH CAPITAL PROJECTS FINANCE  
AUTHORITY; PROVIDING FOR AN EFFECTIVE DATE.**

BCC Mtg. Date: July 28, 2020

**Resolution No. 2020 – B-04**

**WHEREAS**, Orange County, Florida (the “County”) and the Capital Projects Finance Authority (the “Authority”) previously entered into that certain interlocal agreement dated as of November 17, 2000 (the “Original Agreement”) pursuant to which the County granted the Authority the authority to operate within its jurisdiction to assist CAPFA Capital Corp. 2000F, an instrumentality of the Authority (the “Borrower”) with respect to the financing of the acquisition of certain student housing facilities primarily leased to student matriculating at the University of Central Florida; and

**WHEREAS**, Pursuant to the authority granted to the Authority, the Authority issued on February 15, 2001 its Capital Projects Finance Authority Student Housing Revenue Bonds, Series 2000F (the “Series 2000F Bonds”) and the Series 2000G (the “2000G Bonds”, together with the 2000F Bonds, the “Bonds”); and

**WHEREAS**, The proceeds of the Bonds were loaned to the Borrower to acquire its interests in the student housing facilities commonly referred to as Knights Circle which contains approximately 744 units and located on an approximately 21.28 acre site at 12440 Golden Knight Circle, Orlando Florida and The Pointe at Central containing approximately 432 units and located on an approximately 24.62 acre site at 2635 College Knight Court, Orlando, Florida; and

**WHEREAS**, The land upon which the student housing facilities is located is owned by a wholly owned subsidiary of the University of Central Florida Foundation, Incorporated (the “UCF Foundation”) and ground leased by the UCF Foundation to the Borrower for a term expiring in 2040; and

**WHEREAS**, In 2011, major capital expenditures were required to remediate water damage due to construction defects in all of the buildings comprising Knights Circle which were funded by advances from the municipal bond insurance company insuring the payment of the 2000F Bonds which was evidenced through the issuance of a protective advance note (“PAN”). The municipal bond insurance company was also required to pay debt service due on the 2000F Bonds from October 2011 to October 2012, which was evidenced through a Bond Insurance Claim Note (“BICN”). The Pan and the BICN (together, the Protective Advances) are currently outstanding in a principal amount of approximately \$55,000,000, including any accrued but unpaid interest; and

**WHEREAS**, The Borrower desires to refinance the Bonds and the Protective Advances through the issuance of one or more series of its Student Housing Refunding Revenue Bonds (the “Refunding Bonds”) in an amount sufficient to refund the outstanding Bonds and the Protective Advances, fund necessary reserves and pay the costs of issuing the Refunding Bonds which will provide interest cost savings and a more level amortization of the Protective Advances; and

**WHEREAS**, Issuance of the Refunding Bonds requires amending the Original Agreement by entering into the First Amendment to Interlocal Agreement (the “Amendment”);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA AS FOLLOWS:

**Section 1. Authority for this Resolution.** This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, and Section 163.01, Florida Statutes, the Charter of the County, and other applicable provisions of law.

**Section 2. Findings.** The WHEREAS clauses stated above are hereby incorporated as part of this Resolution.

**Section 3. Authorization of Amendment.** The Amendment, in substantially the form attached hereto as Exhibit A, is hereby approved and the execution and delivery of the Amendment by the Mayor or Vice Mayor of the Board of County Commissioners, to be attested to by the Clerk under the seal of Orange County, is hereby authorized, with such revisions as are approved by the Mayor or Vice Mayor as evidenced by execution and delivery thereof.

**Section 4. Incidental Action.** The County Mayor or any person designated for such purpose by the Board of County Commissioners of the County is hereby authorized to take such actions as may be necessary to carry out the purposes of this Resolution.

**Section 5. No Obligation of the County.** Nothing contained in this approval shall be deemed to create any obligation or obligations of Orange County, Florida or the Board of County Commissioners of Orange County with respect to the Refunding Bonds or the project refinanced thereby.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon its adoption.

Approved and adopted by the Board of County Commissioners of Orange County, Florida, in open session this twenty-eight day of July, 2020.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: Jerry L. Demings  
for Jerry L. Demings  
County Mayor

ATTEST: Phil Diamond, County Comptroller  
As Clerk of the Board of County Commissioners

By: Katie Smith  
Clerk



Exhibit A

First Amendment to Interlocal Agreement

BCC Mtg. Date: July 28, 2020

FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT** (this "Amendment") made and entered into as of July 28, 2020, by and between the **CAPITAL PROJECTS FINANCE AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), and **ORANGE COUNTY, FLORIDA**, a political subdivision organized and existing under the laws of the State of Florida (hereinafter referred to as the "County" or "Public Agency").

**WITNESSETH:**

In consideration of the mutual benefits and obligations assumed herein, the undersigned hereby agrees as follows:

**Section 1. Findings.** The undersigned hereby find, determine and declare as follows:

- A. The Sponsor and the County previously entered into that certain interlocal agreement dated as of November 17, 2000 (the "Original Agreement") pursuant to which the County granted the Sponsor the authority to operate within its jurisdiction to assist CAPFA Capital Corp. 2000F, an instrumentality of the Sponsor, (the "Borrower") with respect to the financing of the acquisition of certain student housing facilities primarily leased to student matriculating at the University of Central Florida.
- B. Pursuant to the authority granted to the Sponsor the Sponsor issued on February 15, 2001 its Capital Projects Finance Authority Student Housing Revenue Bonds, Series 2000F (the "Series 2000F Bonds") and the Series 2000G (the "2000G Bonds", together with the 2000F Bonds, the "Bonds").
- C. The proceeds of the Bonds were loaned to the Borrower to acquire its interests in the student housing facilities commonly referred to as Knights Circle which contains approximately 744 units and located on an approximately 21.28 acre site at 12440 Golden Knight Circle, Orlando Florida and The Pointe at Central containing approximately 432 units and located on an approximately 24.62 acre site at 2635 College Knight Court, Orlando, Florida.
- D. The land upon which the student housing facilities is located is owned by a wholly owned subsidiary of the University of Central Florida Foundation, Incorporated (the "UCF Foundation") and ground leased by the UCF Foundation to the Borrower for a term expiring in 2040.
- E. In 2011, major capital expenditures were required to remediate water damage due to construction defects in all of the buildings comprising Knights Circle which were funded by advances from the municipal bond insurance company insuring the

payment of the 200F Bonds which was evidenced through the issuance of a protective advance note ("PAN"). The municipal bond insurance company was also required to pay debt service due on the 2000F Bonds from October 2011 to October 2012, which was evidenced through a Bond Insurance Claim Note ("BICN"). The Pan and the BICN (together, the Protective Advances) are currently outstanding in a principal amount of approximately \$55,000,000, including any accrued but unpaid interest.

- F. The Borrower desires to refinance the Bonds and the Protective Advances which will provide interest cost savings and a more level amortization of the Protective Advances.
- G. Section 3 of the Original Agreement provided the Sponsor the authority to issue bonds to finance the loan to the Borrower in an amount not to exceed \$160,000,000. The original par amount of the Bonds equaled \$158,255,000, of which \$94,500,000 is currently outstanding.
- H. The parties desire to clarify that the limitation in Section 3 of the Original Agreement to allow the Sponsor to issue revenue refunding bonds to refinance the outstanding Bonds and the Protective Advances in an amount which is currently contemplated to be approximately \$160,000,000; however, at no time will more than \$160,000,000 be outstanding at any one time.
- I. All capitalized terms not otherwise defined in this Amendment shall have the meaning as set forth in the Original Agreement.

**Section 2. Authorization to the Sponsor.** The Public Agency hereby authorizes, as required by Local Law, the Sponsor to issue bonds and provide a loan or loans from the Program to the Borrower for the purpose of financing or refinancing the acquisition, construction, rehabilitation, improvement and equipping of the Local Projects in the Area of Operation; provided that the principal amount of any such bonds and corresponding loan or loans to the Borrower related to the Project shall not exceed \$160,000,000 at any given time (the "Refunding Bonds"). All proceeds of the Refunding Bonds of the Sponsor loaned to the Borrower will be administered by the Sponsor or its agents (as set forth in Section 5 of the Original Agreement) and all payments due from such revenues shall be paid by the Sponsor or its agents without further action by the Public Agency. All such actions shall be taken in the name of and be the special limited financial obligations of the Sponsor. The provisions of this Section 2 supersede the provisions in Section 3 of the Original Agreement.

**Section 3. Original Agreement Remains in Effect.** Except as otherwise amended and supplemented by this Amendment, the Original Agreement remains in full force and effect and shall expire upon the issuance of the refunding bonds authorized hereunder.

**Section 4. Filing of this Amendment.** It is agreed that this Amendment shall be filed by the Sponsor, or its authorized agent or representative, and by the Public Agency, each in accordance with Section 1(H) of the Original Agreement.

**Section 5. No Financial Obligation.** NOTHING IN THE ORIGINAL AGREEMENT OR THIS AMENDMENT SHALL BE DEEMED IN ANY WAY TO CREATE ANY FINANCIAL OBLIGATION OF THE PUBLIC AGENCY. NO LIABILITY OR RESPONSIBILITY FOR PAYMENT OF THE SPONSOR'S BONDS IS ASSUMED BY THE PUBLIC AGENCY UNDER THE ORIGINAL AGREEMENT AS MODIFIED BY THIS AMENDMENT.

**Section 6. 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 7. Effective Date.** This Amendment shall be effective upon execution hereof by the Sponsor and Public Agency and upon filing in accordance with Section 4 hereof.

**Section 8. Counterparts.** This Amendment maybe executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused their names to be affixed by the proper officers thereof as of the date first above written.

CAPITAL PROJECTS FINANCE AUTHORITY  
Sponsor

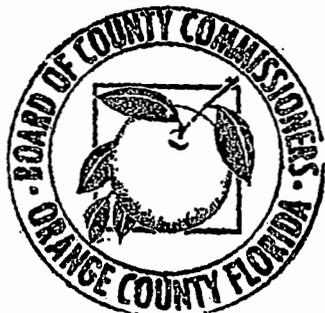
By:   
Chairman

ATTEST:

By:   
Secretary

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Raymond B. B. B.  
for Mayor

Attest: Orange County Comptroller as Clerk  
Of The Board of County Commissioners.

By: Katie Smith  
Clerk