

RESOLUTION NO. 2013 - 80

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, RELATING TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING LOAN PROGRAM; APPROVING THE TERMS, PROVISIONS, CONDITIONS AND REQUIREMENTS OF A CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT AMENDMENT 2 TO REDUCE THE LOAN AMOUNT OF THE PREVIOUSLY EXECUTED LOAN AGREEMENT WW550100; AUTHORIZING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT AMENDMENT ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 11, 2011, St Johns County adopted the Clean Water State Revolving Fund Loan Agreement WW5500100 passed in Resolution 2011-96 in the amount of \$8,018,469 excluding Capital Interest; and

WHEREAS, on September 20, 2011, St. Johns County amended the Loan Agreement to include the construction and financing of the Shore Drive Pump Station through Resolution 2011-265, for an additional amount of \$1,811,685.00 excluding capitalized interest; and

WHEREAS, St. Johns County has determined to enter into an Amendment 2 to Loan Agreement WW550100, a copy of which is attached hereto as Exhibit A (the "Loan Agreement Amendment"), to reduce financing by \$1,355,435 as required by the state revolving loan program based on the final bid amounts of the fundable projects;

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

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida, hereby approves the terms, provisions, conditions and requirements of the Loan Agreement Amendment 2 and authorizes the Chair of the Board of County Commissioners to execute the Loan Agreement Amendment 2 on behalf of St. Johns County.

Section 3. The St. Johns County Administrator is hereby authorized to provide assurances required by the Loan Agreement Amendment 2, represent St. Johns County in carrying out St. Johns County's responsibilities under the Loan Agreement Amendment 2, execute disbursement requests and delegate responsibility to appropriate St. Johns County staff to carry out technical, financial and administrative activities associated with the Loan Agreement Amendment 2.

Section 4. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor or context of this Resolution, then this Resolution

may be revised without subsequent approval of the Board of County Commissioners of St. Johns County.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16<sup>th</sup> day of April, 2013.

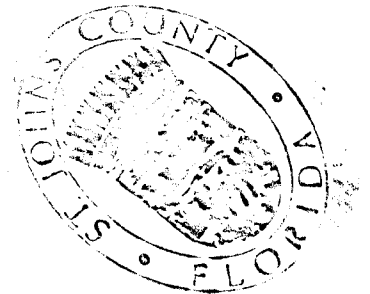
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

*Pam Halteman*  
Deputy Clerk

By:

*J. A. [Signature]*  
Chair



**AMENDMENT 2 TO LOAN AGREEMENT WW550100  
ST. JOHNS COUNTY**

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the "Corporation") and ST. JOHNS COUNTY, FLORIDA, (the "Local Borrower") existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number WW550100, as amended, authorizing a Loan amount of \$9,830,154, excluding Capitalized Interest; and

WHEREAS, all contracts have been awarded for this Project and the Semiannual Loan Payment, the Loan amount, and Project costs need revision based on final bid amounts as provided in Section 10.06; and

WHEREAS, the definition of Project needs revision to include additional contracts; and

WHEREAS, revised provisions for audit and monitoring are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 1.01(18) of the Agreement, as amended, is deleted and replaced as follows:

(18) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the wastewater collection and conveyance system project in accordance with the plans and specifications accepted by the Department for the following:

- (a) "Shore Drive Pump Station"; and
- (b) "Northwest WWTP Phase 1 – 3.0 MGD AADF"; and
- (c) "Lift Station Improvements Group 1 (Bid No. 11-64)"; and
- (d) "Northwest WWTP/CR 2209 Utility Extension"; and
- (e) "Lift Station Group 2 (Bid No. 11-85)"; and
- (f) "Lift Station Group 3 (Bid 11-93)"; and
- (g) "Lift Station Improvements Group 4 (Bid No. 12-11)"

And for the following equipment contracts:

- (h) "St. Johns County Owner Purchase Items"; and
- (i) "Owner Direct Purchase for Flygt Pumps"; and
- (j) "Owner Direct Purchase for Alcala Dr LS (SRF LS Improvements)"; and
- (k) "SCADA System Services"; and
- (l) "SCADA System Services (Lift Station Improvements Group 1)"; and
- (m) "SCADA System Services (Lift Station Improvements Group 2)"; and
- (n) "SCADA System Services (Lift Station Improvements Group 3)"; and
- (o) "SCADA System Services (Lift Station Improvements Group 4)"; and
- (p) "Generator for Shore Drive Pump Station".

The Project is in agreement with the planning documentation accepted by the Department effective June 25, 2009. Approval of this Project is provided by the Florida Categorical Exclusion Notification dated May 22, 2009, and no adverse comments were received.

2. The Loan amount authorized for disbursement is hereby reduced by \$1,355,435. The revised loan amount is \$8,474,719.

3. The estimated Loan Service Fee is reduced \$27,109, and the adjusted total service fee for this loan is \$169,494.

4. The estimated principal amount of the Loan is hereby revised to \$8,850,619, which consists of \$8,474,719 authorized for disbursement to the Local Borrower and \$375,900 of Capitalized Interest. This total consists of the following:

(a) Original Agreement of \$8,349,569, including \$8,018,469 authorized for disbursement to the Local Borrower and \$331,100 of Capitalized Interest, at a Financing Rate of 2.61 percent per annum (the interest rate is 1.305 percent per annum and the Grant Allocation Assessment rate is 1.305 percent per annum); and

(b) Amendment 1 of \$501,050, including \$456,250 authorized for disbursement to the Local Borrower and \$44,800 of Capitalized Interest, at a Financing Rate of 2.76 percent per annum (the interest rate is 1.38 percent per annum and the Grant Allocation Assessment rate is 1.38 percent per annum).

5. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$291,122. Such payment shall be received by the Trustee on January 15, 2015 and semiannually thereafter on July 15 and January 15 until all amounts due hereunder have been fully paid.

The Semiannual Loan Payment amount is based on the total amount owed of \$9,020,113, which consists of the Loan principal plus the estimated Loan Service Fee and its capitalized interest, if any.

6. Subsections 2.04(1) and (3)(a)(i) are deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Statewide Surface Water Restoration and Wastewater Projects	\$8,474,719	140131

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.04(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director  
 Office of the Inspector General  
 Florida Department of Environmental Protection  
 3900 Commonwealth Boulevard, MS 41  
 Tallahassee, Florida 32399-3123

7. Section 8.08 of the Agreement is deleted and replaced as follows:

(1) The Local Borrower shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Local Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or

subcontractors and the duration of the contract or subcontract. Local Borrowers must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Borrower shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Borrowers must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at [Parsons.Sheryl@epamail.epa.gov](mailto:Parsons.Sheryl@epamail.epa.gov) and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

8. Section 10.06 PROJECT RELATED COSTS is revised as follows:

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Borrower receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Borrower's Project audit or a Department audit. The Local Borrower agrees to the following estimates of Project costs:

PROJECT COSTS

<u>CATEGORY</u>	<u>COST(\$)</u>
Allowance costs	681,363.00
Construction and Demolition	7,422,244.00
Contingencies	371,112.00
Subtotal (Disbursable Amount)	<u>8,474,719.00</u>
Capitalized Interest	<u>375,900.00</u>
TOTAL (Loan Principal Amount)	<u>8,850,619.00</u>

9. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 2 to Loan Agreement WW550100 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this amendment to the Loan Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Chief Executive Officer of the Corporation.

for  
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed and approved by the Corporate Secretary

for  
ST. JOHNS COUNTY

\_\_\_\_\_  
Chairman, Board of County Commissioners

Attest:

Attest as to form and legality:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

\_\_\_\_\_  
Program Administrator  
State Revolving Fund