

RESOLUTION NO. 2024 – 257

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 TO INCLUDE THE FINANCING OF THE PREVIOUSLY EXECUTED LOAN AGREEMENT WW550161; AUTHORIZING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT AMENDMENT ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING AN EFFECTIVE DATE.

**AMENDMENT 1 TO LOAN AGREEMENT WW550161
ST. JOHNS COUNTY**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the “Department”) and ST. JOHNS COUNTY, FLORIDA, (the “Local Government”) existing as a local governmental agency under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW550161, as amended, authorizing a Loan amount of \$4,478,875; and

WHEREAS, Project completion date needs rescheduling to give the Local Government additional time to complete disbursements ; and

WHEREAS, the oversight and management of this Loan is being assumed by the Department; and

WHEREAS, the Loan to the Local Government is under same terms and conditions of the transferred Loan unless amended herein; and

WHEREAS, the Project completion date needs rescheduling to give the Local Government additional time to complete disbursements; and

WHEREAS, certain provisions of the Agreement require revision and several provisions need to be added to the Agreement.

WHEREAS, amending the Loan Agreement serves a public purpose.

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 Number WW550161 and authorizes the Chair of the Board of County Commissioners to execute the Loan Agreement on behalf of St. Johns County.

Section 3. The St. Johns County Administrator is hereby authorized to provide assurances required by the Loan Agreement, represent St. Johns County in carrying out St. Johns County's responsibilities under the Loan Agreement, 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.

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 18th day of June, 2024.

BOARD OF COUNTY
COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: _____

Sarah Arnold, Chair

Rendition Date JUN 21 2024



Attest: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

Crystal Smith
Deputy Clerk

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW550161
ST. JOHNS COUNTY**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and ST. JOHNS COUNTY, FLORIDA, (the "Local Government") existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, the Florida Water Pollution Control Financing Corporation (Corporation) and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW550161, authorizing a Loan amount of \$4,478,875, excluding Capitalized Interest; and

WHEREAS, the oversight and management of this Loan is being assumed by the Department; and

WHEREAS, the Loan to the Local Government is under same terms and conditions of the transferred Loan unless amended herein; and

WHEREAS, the Project completion date needs rescheduling to give the Local Government additional time to complete disbursements; and

WHEREAS, certain provisions of the Agreement require revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Oversight and management of this Loan is transferred to the Department. All references in the Agreement to Corporation or Trustee are deleted and replaced with "Department" and all references to "Local Borrower" shall be replaced with "Local Government."

2. Subsections 1.01(5), (6), (12) and (29) of the Agreement are deleted.

3. Subsection 1.01(13) is deleted and replaced as follows:

"Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

4. Subsection 2.01(14) of the Agreement is deleted.

5. Section 2.02. of the Agreement is deleted.

6. Section 8.04 of the Agreement is deleted and replaced as follows:

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

7. Section 8.15 is added to the Agreement as follows:

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8. Section 8.16 is added to the Agreement as follows:

8.16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

9. Subsection 10.07(2) of the Agreement is rescheduled as follows:

(2) Completion of Project construction is scheduled for August 15, 2024.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - EXECUTION OF AGREEMENT

This Amendment 1 to Loan Agreement WW550161 may 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 Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

for
ST. JOHNS COUNTY

Chairperson, Board of County Commissioners

Attest:

Attest as to form and correctness:

County Clerk

County Attorney

SEAL

APPROVED AND ACCEPTED BY THE FLORIDA WATER POLLUTION CONTROL
FINANCING CORPORATION

Chief Executive Officer

Reviewed and approved by the Corporate Secretary
or Designee