

RESOLUTION NO. 2024- 51

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A STATE REVOLVING FUND AMENDMENT 1 TO LOAN AGREEMENT WW062470 BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Amendment 1 to Loan Agreement (WW062470) between the City of Pompano Beach and Florida Department of Environmental Protection, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment 1 between the City of Pompano Beach and Florida Department of Environmental Protection.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of January, 2024.

DocuSigned by:

Rex Hardin

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REX HARDIN, MAYOR

DocuSigned by:

ATTEST:

DocuSigned by:

Kervin Alfred

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KERVIN ALFRED, CITY CLERK

MEB/jrm
12/11/23
I:reso/2024-55



**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW062470
CITY OF POMPANO BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF POMPANO BEACH, 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 WW062470, authorizing a Loan amount of \$2,882,108, 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, loan repayment activities need rescheduling to give the Local Borrower additional time to complete construction.

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

NOW, THEREFORE, the Parties hereto agree as follows:

1. Oversight and management of the 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(4), (5), (11) and (28) of the Agreement are deleted.

3. Subsection 1.01(12) 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(15) 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. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for August 15, 2025.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than August 15, 2025.

(4) The first Semiannual Loan Payment in the amount of \$73,494 shall be due February 15, 2026.

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

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ARTICLE XI - EXECUTION OF AGREEMENT

This Amendment 1 to Loan Agreement WW062470 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
CITY OF POMPANO BEACH

DocuSigned by:

Rex Hardin

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Rex Hardin, Mayor

DocuSigned by:

Gregory P. Harrison

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Gregory P. Harrison, City Manager

DocuSigned by:

Kervin Alfred

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Kervin Alfred, City Clerk

Attest:

Attest as to form and correctness:

DocuSigned by:

Mark E. Berman

343B0B2C84D0424...

Mark E. Berman, City Attorney

SEAL

DocuSigned by:



APPROVED AND ACCEPTED BY THE FLORIDA WATER POLLUTION
CONTROL FINANCING CORPORATION

Chief Executive Officer

Reviewed and approved by the Corporate Secretary
or Designee