

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT SW062490
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, (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”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number SW062490; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete design activities; and

Certain provisions of the Agreement need revision, and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.12 of the Agreement is deleted and replaced as follows:

8.12. 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, the Age Discrimination Act of 1975 and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 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.

2. Section 8.13 is added to the Agreement as follows:

8.13. 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.

3. Article IX of the Agreement is deleted and replaced as follows:

ARTICLE IX - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

9.03. RESERVED.

4. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on September 15, 2027, and semiannually thereafter on March 15 and September 15 of each year until all amounts due under the Agreement have been fully paid.

5. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

- (2) Completion of Design Activities is scheduled for March 15, 2027.
- (3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2027.
- (4) The first Semiannual Loan Payment in the amount of \$47,829 shall be due September 15, 2027.
- 6. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement SW062490 may be executed in two 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 amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government 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 Department.

For

CITY OF POMPANO BEACH

Rex Hardin, Mayor

Gregory P. Harrison, City Manager

Attest:

Attest as to form and correctness:

Kervin Alfred, City Clerk

Mark E. Berman, City Attorney

SEAL

for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Secretary or Designee

Date