

Agenda Item #: **3 D 1**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 7/19/2011

☒ Consent ☐ Regular
☐ Public Hearing

Department

Submitted By: COUNTY ATTORNEY
Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Second Amendment to Loan Agreements dated May 20, 2011 and June 3, 2011 between Palm Beach County and Wells Fargo Bank, N.A. in connection with the extension of the County's lines of credit with Wells Fargo Bank, N.A. as approved by Resolution R-2011-0735.

Summary: Resolution R-2011-0735 authorized the execution of two Second Amendment to Loan Agreements and granted authority to the Chair to sign any subsequent documents. The two Second Amendment to Loan Agreements extended for another year the two existing lines of credit with Wells Fargo Bank that satisfy the debt service requirements for 11 County bond issues. There were no other changes in the terms. The Chair and Wells Fargo Bank have signed the documents which should now be received and filed in the Minutes Department. Countywide (PFK)

Background and Justification: The Minutes Department has requested that the fully signed Second Amendment to Loan Agreements be presented as "receive and file" for acceptance into the official records of the Board.

Attachments:

1. Second Amendment to Loan Agreement dated May 20, 2011
2. Second Amendment to Loan Agreement dated June 3, 2011

Recommended by: _____

Department Director

Date

Approved by: _____

N/A

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>0</u>	—	—	—	—
Operating Costs	<u>0</u>	—	—	—	—
External Revenues	<u>0</u>	—	—	—	—
Program Income (Co.)	<u>0</u>	—	—	—	—
In-Kind Match (County)	<u>0</u> *see below	—	—	—	—
NET FISCAL IMPACT	<u>0</u>	—	—	—	—
# ADDITIONAL FTE					
POSITIONS (Cumulative)	<u>0</u>	—	—	—	—

Is Item Included in Current Budget? Yes ___ No ___

Budget Account No.: Fund___ Department___ Unit___ Object___

Reporting Category___

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: No fiscal impact.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

There is no fiscal impact.

[Signature] 6/13/11
OFMB VA 6/13/11

[Signature] 6/14/11
Contract Dev. and Control

B. Legal Sufficiency:

Paul F. [Signature] 6/8/11
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

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EXECUTION COPY

SECOND AMENDMENT TO LOAN AGREEMENT

This Second Amendment to Loan Agreement, dated as of May 20, 2011, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, and its successors and assigns (the "County") and Wells Fargo Bank, N.A., a national banking association, as successor to Wachovia Bank, National Association, its successors and assigns (the "Bank");

WITNESSETH:

WHEREAS, the parties hereto have previously entered into that certain Loan Agreement, dated as of May 21, 2009, as amended by the First Amendment to Loan Agreement, dated as of May 20, 2010 (collectively, the "Original Loan Agreement"), providing for the provision by the Bank of a Line of Credit to the County and the issuance pursuant thereto of certain Letters of Credit fulfilling the Debt Service Reserve Requirement for certain County bond issues; and

WHEREAS, the Line of Credit under the Original Loan Agreement expires May 20, 2011, subject to extension by the Bank; and

WHEREAS, the Bank has indicated its willingness to extend the Line of Credit and the Letters of Credit issued thereunder through May 20, 2012; and

WHEREAS, the County and the Bank desire to modify the Original Loan Agreement to reflect such extension;

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

SECTION 1. The Maturity Date set forth in the Original Loan Agreement is hereby amended to be May 20, 2012.

SECTION 2. Except as modified hereby, all other provisions of the Original Loan Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date first set forth above.

WELLS FARGO BANK, N.A.

By: W. Dane Sheldon
Name: W. DANE SHELDON
Title: SENIOR VICE PRESIDENT

ATTEST:

PALM BEACH COUNTY, FLORIDA

Sharon R. Bock, Clerk & Comptroller

By: Karen T. Marcus
Karen T. Marcus, Chair
Board of County Commissioners

By: Sharon R. Bock
Deputy Clerk

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Paul F. J.
County Attorney

SECOND AMENDMENT TO LOAN AGREEMENT

This Second Amendment to Loan Agreement, dated as of June 3, 2011, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, and its successors and assigns (the "County") and Wells Fargo Bank, N.A., a national banking association, as successor to Wachovia Bank, National Association, its successors and assigns (the "Bank");

WITNESSETH:

WHEREAS, the parties hereto have previously entered into that certain Loan Agreement, dated as of June 3, 2009, as amended by the First Amendment to Loan Agreement, dated as of June 3, 2010 (the "Original Loan Agreement"), providing for the provision by the Bank of a Line of Credit to the County and the issuance pursuant thereto of certain Letters of Credit fulfilling the Debt Service Reserve Requirement for certain County bond issues; and

WHEREAS, the Line of Credit under the Original Loan Agreement expires June 3, 2011, subject to extension by the Bank; and

WHEREAS, the Bank has indicated its willingness to extend the Line of Credit and the Letters of Credit issued thereunder through June 3, 2012; and

WHEREAS, the County and the Bank desire to modify the Original Loan Agreement to reflect such extension;

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

SECTION 1. The Maturity Date set forth in the Original Loan Agreement is hereby amended to be June 3, 2012.

SECTION 2. Except as modified hereby, all other provisions of the Original Loan Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date first set forth above.

WELLS FARGO BANK, N.A.

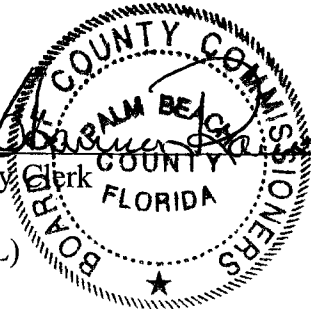
By: W. Dane Sheldon
Name: W. DANE SHELDON
Title: SENIOR VICE PRESIDENT

ATTEST:

PALM BEACH COUNTY, FLORIDA

Sharon R. Bock, Clerk & Comptroller

By: Karen T. Marcus
Karen T. Marcus, Chair
Board of County Commissioners

By: Sharon R. Bock
Deputy Clerk Sharon R. Bock, Clerk
(SEAL)  Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Paul F. J.
County Attorney