

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW100420
& GRANT AGREEMENT SG100421
CITY OF GREEN COVE SPRINGS**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF GREEN COVE SPRINGS, 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 WW100420 & Grant Agreement SG100421, as amended; and

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

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

The Parties hereto agree as follows:

1. Subsection 2.03(4) of the Agreement is deleted and replaced as follows:

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years after the date that the Project-specific audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years after the date that the Project-specific audit report is issued, unless extended in writing by the Department.

2. Subsection 2.03(6) is added to the Agreement as follows:

(6) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Local Government shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Government shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under

Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

3. Section 8.02 of the Agreement is deleted and replaced as follows:

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(6), is issued.

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, 2024, 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 Project construction is scheduled for March 15, 2024.

- (3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2024.

- (4) The first Semiannual Loan Payment in the amount of \$352,435 shall be due September 15, 2024.

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

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This Amendment 2 to Loan Agreement WW100420 & Grant Agreement SG100421 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 GREEN COVE SPRINGS

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date