

RESOLUTION 2023-080
FIRST AMENDMENT AND ADDENDUM
TO SUBAWARD AGREEMENT RESOLUTION NO. 2022-201

This First Amendment and Addendum ("First Addendum"), between County of Hardin, Kentucky ("Grantee") and the Hardin County Water District No. 1 ("Subrecipient"), shall become part of the Subaward Agreement executed September 27, 2022 ("Agreement") between the Grantee and Subrecipient for the SLFRF-funded subaward awarded to Subrecipient to make certain SLFRF-eligible drinking water and wastewater infrastructure improvements. Unless otherwise described or amended by this First Addendum, all other terms, conditions, obligations, and requirements of the Agreement shall remain in effect and shall govern the parties with respect to the additional or revised terms herein.

This First Addendum is necessary to revise the scope of the Projects authorized by the Agreement and the Subaward Amount as set forth herein. The following terms shall append the Agreement section as referenced herein and be read and incorporated into the section referenced. Unless expressly stated in this Addendum, the terms set forth herein shall not be construed by the parties or any tribunal interpreting this Addendum or the Agreement as striking the terms contained in the Agreement, or otherwise invalidating the terms therein. In consideration of the agreements hereafter set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement for the Project as follows:

Section 2 – Allocation and Use of Funds

Section 2.1 of the Agreement is stricken and replaced with the following:

2.1 Subaward Amount. The total amount of funds awarded to Subrecipient under this Agreement is: a sum not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) ("Subaward Amount"), which shall be divided among the Projects, defined in Exhibit A hereto.

Section 2.2 of the Agreement is stricken and replaced with the following:

2.2 Disbursement of Funds. The Subrecipient may invoice the Grantee up to twice monthly, but in no event less than once monthly, for the reimbursement of actual expenditures incurred on the Project. Subrecipient's invoices shall be only for eligible expenses as defined herein and in 2 CFR Part 200. As applicable, Subrecipient's invoices must include copies of employee timesheets, payroll reports, invoices, receipts, documentation of payroll taxes and fringe benefits, and copies of competitive quotations or proposals for all expenses included in an invoice. Failure to submit one of the foregoing invoices may result in termination of this Agreement and reallocation of unspent Subaward Amount funds at the Grantee's sole discretion.

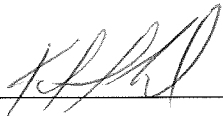
EXHIBITS

Exhibit A to the Agreement, Subaward Project Descriptions and Budgets, comprised of Exhibits A-1 and A-2, is stricken and replaced with Exhibit A, attached hereto, which is hereby incorporated into and forms part of the Agreement. All references in the Agreement to the "Exhibit A" shall mean Exhibit A attached hereto.

This First Addendum to the Agreement entered into as of April 11, 2023.

HARDIN COUNTY, KENTUCKY

HARDIN COUNTY WATER DISTRICT NO. 1
SAM Unique Entity ID: X3L9RMDUHBQ1





Keith Taul, County Judge/Executive

William Gossett, Chairman

END OF DOCUMENT

EXHIBIT A

SUBAWARD PROJECT DESCRIPTIONS AND BUDGETS

The following projects are located within the service areas of the Subrecipient's system (HCWD1):

1. **Pirtle Spring Water Treatment Facility** – Replacement of filter media and additional supplemental funding for the Rural Development Project.
2. **New Water Main for Unserved Roads** - Construction of new water mains on previously unserved or underserved rural roads. Balance of unserved roads in HCWD1 service are rural in nature and few residential homes, priority list was developed in 2010 based on house count per mile, distribution ties and positive future customer responses.
3. **Replacement of the Radcliff Wastewater Facility, Solids handling/Dewatering Building** – Replace the existing 1997 building containing the belt press, replace the existing belt press and demolish existing building.
4. **Automated Meter Reading (AMI) and Meter Replacement Project** - Funds the continuation and completion of Automated Meter Reading Project (AMI) Project started in 2019. Replacement of existing manual read meters with radio equipped meters capable of real time meter reads, leak detection and customer information.

Subrecipient estimates the cost for the above projects to be between Seven Million Dollars (\$7,000,000) and Nine Million Dollars (\$9,000,000), comprised of the Subaward Amount and other funds provided by the Subrecipient and a Rural Development Loan or other funding sources.