

RESOLUTION 2023-081
FIRST AMENDMENT AND ADDENDUM
TO SUBAWARD AGREEMENT RESOLUTION NO. 2022-262

This First Amendment and Addendum ("First Addendum"), between County of Hardin, Kentucky ("Grantee") and the Hardin County Water District No. 2 ("Subrecipient"), shall become part of the Subaward Agreement executed December 29, 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 Subrecipient's permitted invoicing frequency 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 2.2 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.

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


HARDIN COUNTY, KENTUCKY



Keith Taul, County Judge/Executive

HARDIN COUNTY WATER DISTRICT NO. 2

SAM Unique Entity ID: MA61M54AJM44



Mike Bell, Chairman

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