

**AMENDMENT #1
TO
SUBRECIPIENT AGREEMENT
BETWEEN
BALDWIN COUNTY, ALABAMA,
AND
TOWN OF SUMMERDALE, ALABAMA,
FOR**

***American Rescue Plan Act Subrecipient Grant Funding
for Qualifying Water/Sewer Infrastructure Projects***

WHEREAS, BALDWIN COUNTY, ALABAMA, ("County") and TOWN OF SUMMERDALE, ALABAMA, a municipal corporation (the "Subrecipient") (collectively, "the Parties"), lawfully entered into the above-cited Subrecipient Agreement on or about June 6, 2023, for the provision by the County of ARPA funds as an infrastructure grant to facilitate a water storage infrastructure improvement project, including the construction of an adequately-sized, gravity-fed water tank that will allow the continued provision of a reliable drinking water source upon the current source reaching capacity in two to five years ("Agreement"); and

WHEREAS, the Parties now mutually desire to amend said Agreement for the purpose of adjusting its period of performance to more closely reflect the actual timeline of the Subrecipient's completion of the project and satisfaction of the administrative requirements attendant thereto; and

WHEREAS, it is the intent of the Parties to amend only those portions of the Agreement set forth specifically herein and that all other provisions, terms, and conditions contained in the Agreement which are not amended herein shall remain in full force and effect as to the original Agreement as well as to this Amendment.

NOW, THEREFORE, it is hereby mutually agreed and acknowledged by the Parties as follows:

1. That it is necessary and appropriate that Section I.D., Period of Performance and Budget Period, of the Agreement be amended in accordance with its Section V.H., Amendments, and that the same is due to be and is hereby amended to read as follows:

"I. **SCOPE OF SERVICES**

...

D. **Period of Performance and Budget Period**

1. The period of performance of this Agreement shall commence June 6, 2023, and shall terminate at 11:59pm on February 28, 2026. The terms of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains responsible for carrying out the approved activities. At a minimum, all activities must comply with the period

of performance for the County's ARPA award as outlined by Treasury including, but not limited to:

- a. All funds must be obligated by December 31, 2024;
- b. All funds obligated by December 31, 2024, must be expended by December 31, 2026;
- c. Project costs incurred prior to March 3, 2021, are ineligible; and
- d. For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

2. The budget periods associated with this Agreement shall be:

- a. June 6, 2023, until September 30, 2023;
- b. October 1, 2023, until September 30, 2024;
- c. October 1, 2024, until September 30, 2025;
- d. October 1, 2025, until February 28, 2026.

2. That it is necessary and appropriate that Section I.F., Performance Monitoring, of the Agreement be amended in accordance with its Section V.H., Amendments, and that the same is due to be and is hereby amended to read as follows:

"I. **SCOPE OF SERVICES**

...

F. **Performance Monitoring**

...

At a minimum, monitoring will include the following:

...

- 5. Subrecipient shall submit monitoring questionnaires in the format prescribed by the County by November 30, 2023. A final monitoring questionnaire shall be submitted no later than October 1, 2025. These monitoring questionnaires will be used by the County to complete formal monitoring reports. The County's Project Monitor reserves the right to increase the frequency of formal monitoring as set forth in this subsection based upon the timeliness of submission of progress reports pursuant to this Agreement and/or delays in project administration."

3. That it is necessary and appropriate that Section B., Key Personnel, of "Attachment A" to the Agreement be amended in accordance with its Section V.H., Amendments, and that the same is due to be and is hereby amended as follows:

"B. Key Personnel

Town of Summerdale

...

- **Contractor(s)**
Maguire Iron, Inc.
P.O. Box 1446
Sioux Falls, SD 57101"

4. That it is necessary and appropriate that Section C., Project Schedules/Milestones, of "Attachment A" to the Agreement be amended in accordance with its Section V.H., Amendments, and that the same is due to be and is hereby amended as follows:

"C. Project Schedules/Milestones

Water Tower Project Milestones	Dates
1. Detailed Design & Permitting	April 2023-June 2023
2. Develop Bid & Contract Documents	July 2023-August 2023
3. Advertise/Open/Award Bids	August 2023-September 2023
4. Notice to Proceed	July 2024
5. Construction	July 2024-December 2025
6. Closeout	December 2025-February 2026

"All work required for the project and all administrative requirements attendant thereto must be completed no later than 11:59pm on February 28, 2026. This date, along with the Project Schedule and Milestones, can be modified by amendment to the Agreement in accordance with the provisions of its Section V.H., Amendments."

AND BE IT FURTHER agreed and acknowledged by the Parties that Section XI of the Agreement is hereby amended to read as follows:

"XI. ENTIRE AGREEMENT; CONFLICT OF PROVISIONS

The Agreement and this Amendment #1 together constitute the entire agreement between the County and the Subrecipient for the use of funds received for the stated project. As amended, the Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the County and the Subrecipient with respect to the work which forms the subject of this Agreement. All provisions of the Agreement not changed by this Amendment #1 are hereby deemed to remain unchanged to the extent they do not conflict with this amendment. In the event of any such conflict, the intent, terms, and conditions found in Amendment #1 shall prevail."

IN WITNESS WHEREOF, the County and the Subrecipient have caused this Amendment #1 to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Amendment and the resulting amended Agreement.

BALDWIN COUNTY, ALABAMA

ATTEST:

By: _____
Matthew P. McKenzie, Commission Chairman

Roger H. Rendleman, County Administrator

TOWN OF SUMMERDALE, ALABAMA,
a municipal corporation

By: _____
David Wilson, Mayor

Town Clerk