

## AMENDMENT #2 TO TERMS AND CONDITIONS

This Amendment #2 to the American Rescue Plan Act State Fiscal Recovery Fund Water and Sewer Infrastructure Award Terms and Conditions is by and between Effingham County Board of Commissioners, and the Governor's Office of Planning and Budget ("OPB").

GRANTEE and OPB are individually a "party" and collectively, the "Parties."

**WHEREAS**, the Parties entered into a Terms and Conditions Agreement for the American Rescue Plan Act State Fiscal Recovery Fund Water and Sewer Infrastructure Award (the "Original Agreement") and subsequently amended the Original Agreement; and

**WHEREAS**, pursuant to Section 2.6 of the Original Agreement, the Parties seek to again amend certain portions of the Original Agreement via this agreement "Amendment #2 To Terms and Conditions"; and

**NOW THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 3.10 is repealed and replaced with the following:**

**3 [Reserved]**

**Section 7.3 is repealed and replaced with the following:**

**7.3 Reporting**

The Grantee shall provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than November 30, 2026, for expenses incurred between March 3, 2021, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier. Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and assist the State in complying with any federal tracking and reporting requirements.

**8. Allocated Amount**

The Allocated Amount for this Award is \$51,596,658.50 . The cumulative amount of any payments to Grantee for eligible expenditures shall not exceed the Allocated Amount.

**ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Original Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #2 and the Original Agreement (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. In the event of a conflict between the Original Agreement and this Amendment #2, the terms of this Amendment #2 shall control.

**Signature Page**

Signature:

*Mark W. Barnes*

(Authorized Representative of Beneficiary)

Name:

Mark Barnes

Title:

Finance Director

Date:

Dec 19, 2024