

STATE OF ALABAMA)
BALDWIN COUNTY)

Grant: G-BCCMS/21/BCC
Amendment No. 2

GOMESA GRANT AGREEMENT
AMENDMENT No. 2

This GOMESA Grant Agreement Amendment No. 2 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the Baldwin County Commission (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective May 24, 2022, the "Original Agreement".

WHEREAS, ADCNR and Grantee entered into an Amendment No. 1 effective September 26, 2024, (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 2, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:

PROJECT PERFORMANCE PERIOD: The Project Performance Period began May 24, 2022, the date of the Commissioner's signature ("Project Commencement Date") and shall end April 1, 2029.

2. Paragraph 6 of the Original Agreement shall be deleted and replaced with the following:

FUNDING AMOUNT/PAYMENT: ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to three (3) payments, for a total agreement amount not to exceed FOUR MILLION DOLLARS AND 00/100 (\$4,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

3. Paragraph 24 of the Original Agreement shall be deleted and replaced with the following:

NON-APPROPRIATION AND PRORATION: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the AGREEMENT shall be cancelled, and, to the extent permissible by law, the GRANTEE shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the AGREEMENT. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the GRANTEE shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the AGREEMENT. In all circumstances, it is agreed that the terms and commitments of this AGREEMENT shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

4. Exhibit A shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as Exhibit No. 2.

All other terms and conditions of the Original Agreement and subsequent Amendment No. 1 remain in full force and effect.

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 2 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Patricia Powell McCurdy
Director
State Lands Division

Christopher M. Blankenship
Commissioner

Date: _____

Baldwin County Commission

Matthew P. McKenzie, Chairman
Baldwin County Commission