

FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
NORTH BALDWIN UTILITIES

WHEREAS, the Baldwin County Commission (the "County") and North Baldwin Utilities ("NBU"), previously entered into that certain Memorandum of Agreement ("MOU") dated March 21, 2017;

WHEREAS, NBU provides grant writing services and related support as described therein to the County; and

WHEREAS, pursuant to the MOU the parties desire to amend the MOU in accordance with the terms and conditions set forth herein.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Compensation: Beginning with the Renewal Term commencing on October 1, 2018, the County agrees to compensate NBU in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) during the said Renewal Term, said sum being due and payable, in full, within thirty (30) days of the date hereof. For each Renewal Term thereafter, the County will compensate NBU in the amount of Twenty-Five Thousand and No/ Dollars (\$25,000.00), with said payment being due, in full, within thirty (30) days of the beginning of each succeeding Renewal Term. The County further agrees to reimburse NBU for any out-of-pocket expenses incurred in the performance of the services provided in accordance herewith (i.e., mileage and hotel expenses).

2. All capitalized terms used herein shall have the same meaning as defined in the MOU.

3. The parties may execute this Amendment individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same amendment.

4. The parties hereby agree that an executed facsimile copy of this Amendment may be transmitted to either party and be deemed an original for purposes hereof.

5. As modified herein, all terms and conditions in the MOU shall remain in full force and effect.

BALDWIN COUNTY COMMISSION:

Signed: _____

Date: _____

Chairman

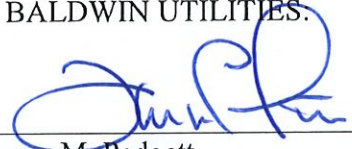
Attest: _____

Date: _____

Ronald J. Cink

County Administrator/Budget Director

NORTH BALDWIN UTILITIES.

Signed:  _____

Date: 10/29/2018

Jason M. Padgett

General Manager/CEO

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as county Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Tracy L. Rogers, a Notary Public, in and for said County in said State, hereby certify that JASON M. PADGETT, as General Manager/CEO of North Baldwin Utilities, a Public Corporation, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, and with full authority, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 31st day of October, 2018.

