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. <u>Compensation</u>: 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).
- 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	or 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:
Attest:Ronald J. Cink	
County Administrator/Budget Director	
NORTH BALDWIN UTILITIES.	
	Date: 10/29/2018
Signed:	Date:
General Manger/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
I,	
known to me, acknowledged before me and on this day that	at, being informed of the contents of said
instrument, they, as such Chairman and County Admini	strator/Budget Director of the Baldwin
County Commission, and with full authority, executed the bears date for and as an act of said Baldwin County Commission.	ie same voluntarily on the day the same nission.
Given under my hand and seal this the day	y or, 2018.
NOTARY P	UBLIC
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.
et a contract of the contract
Given under my hand and seal this the 31st day of October, 2018.
TRACY L ROGE
NOTARYONUBLIC My Commission Expires: 4-3-2022
NOTARY WUELC
My Commission Expires: 4-3-2022
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