

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and the law firm of Kimberly H. Adams, P.C., an Alabama company, and M&R Solutions, an Alabama company (hereafter “the Firm”) and is effective the date last executed below.

1. The Firm agrees to provide consulting and advisory services to BCC with regard to various legislative issues. The Firm agrees to monitor and evaluate these issues and to promptly advise BCC on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. The Firm will perform such services with regard to those issues as are mutually agreed to between The Firm and BCC.

2. The Firm acknowledges that it may be required to register for work performed on behalf of BCC under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations on behalf of BCC and agrees to do so in the event such registration is required.

3. In consideration of the performance of these services, BCC shall pay to the Firm the sum of \$5,000.00 per month, with such payments due monthly. BCC hereby warrants that these payments will not be made with Federal funds.

4. This Agreement shall become effective October 1, 2024, and shall continue in effect until September 30, 2025, or unless sooner terminated by BCC or The Firm by written notice given to the other at least thirty (30) days prior to the date of termination. Any fees earned or reimbursable expenses incurred prior to the receipt of said notice of termination on behalf of BCC under this Agreement shall be paid by BCC.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and proper venue for any action relating to the subject matter of this Agreement shall lie in Baldwin County, Alabama.

6. Should BCC employ an attorney to enforce this Agreement, BCC shall be entitled to recover from the Firm all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended, or incurred in connection therewith.

7. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

[Signature pages to follow]

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
BILLIE JO UNDERWOOD  
Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ROGER H. RENDLEMAN  
County Administrator

STATE OF ALABAMA                    )  
COUNTY OF BALDWIN                )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and ROGER H. RENDLEMAN, as County Administrator 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 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

**KIMBERLY H. ADAMS, P.C.**

\_\_\_\_\_  
By: KIMBERLY H. ADAMS  
As Its: President  
Date: \_\_\_\_\_

STATE OF ALABAMA                    )  
COUNTY OF BALDWIN                )

I, the undersigned authority, a Notary Public, in and for \_\_\_\_\_ County, Alabama, and the State of Alabama, hereby certify that KIMBERLY H. ADAMS, President of Kimberly H. Adams, P.C., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, KIMBERLY H. ADAMS, of Kimberly H. Adams, P.C., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Kimberly H. Adams, P.C..

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires:

**M & R Solutions**

\_\_\_\_\_  
By: RANDY DAVIS  
As Its: President  
Date: \_\_\_\_\_

STATE OF ALABAMA                    )  
COUNTY OF \_\_\_\_\_            )

I, the undersigned authority, a Notary Public, in and for \_\_\_\_\_ County, Alabama, and the State of Alabama, hereby certify that RANDY DAVIS, President of M & R Solutions, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, RANDY DAVIS, of M & R Solutions, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said M & R Solutions.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: