

MEMORANDUM OF AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
NORTH BALDWIN UTILITIES

WHEREAS, this Memorandum of Agreement (the "Agreement") is entered into by and between the Baldwin County Commission (the "County") and North Baldwin Utilities ("NBU"). Pursuant to this Agreement, NBU will provide grant writing services and related support as described herein to the County.

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. Term and Renewal: This Agreement shall be in effect beginning on the 1st day of March, 2017, and shall continue in effect until the 30th day of September, 2017 (the "Initial Term"). This Agreement shall thereafter automatically renew for additional one (1) year terms ("the "Renewal Terms") under the same terms and conditions as set forth herein. This Agreement may be cancelled, with or without cause, by either party with thirty (30) days notice in writing to the other party. In the event this Agreement is cancelled prior to the expiration of the term then in effect, the fee for the corresponding term shall be pro-rated, and any unearned portion thereof shall be refunded by NBU to the County.

2. Scope of Services: NBU agrees to provide the following services for the County, up to a maximum of 475 man-hours during the Initial Term and in each succeeding Renewal Term:

- a. Research grant prospects and advise the County on potential grant opportunities.
- b. Work with County staff to interpret guidelines and gather material and information necessary for grant submissions.
- c. Draft grant proposals as requested by the County and prepare related matters for submission.
- d. Attend meetings necessary to accomplish the required work.

3. Compensation: The County agrees to compensate NBU in the amount of Twenty Thousand and No/ Dollars (\$20,000.00) during the Initial Term, said sum being due and payable, in full, at the commencement of this Agreement. For each Renewal Term, the County will compensate NBU in the amount of Twenty Thousand and No/ Dollars (\$20,000.00), with said payment being due, in full, within thirty (30) days of the beginning of each 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).

4. Independent Contractor: The parties agree that the services rendered under this Agreement shall be performed by NBU as an independent contractor. NBU is responsible for the payment of all taxes and benefits for its employees providing services to the County in accordance herewith.

5. No guarantees: NBU shall perform all duties reasonably requested and agreed to by both parties and shall submit work in good faith. However, NBU does not imply or promise any guarantee that any grant proposal will be funded. Payment pursuant to Paragraph 3, above, is due even if the County does not submit proposal or receive a grant.

6. Amendments: Amendments to this Agreement must be in writing and signed by both parties.

7. Integration Clause: This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

BALDWIN COUNTY COMMISSION:

Signed: _____

T. Christopher Elliott
Chairman

Date: _____

3/21/2017

Attest: _____

Ronald J. Cink
County Administrator/Budget Director

Date: _____

3/21/2017



NORTH BALDWIN UTILITIES:

Signed: [Signature]
Jason M. Padgett
General Manager/CEO

Date: 3-15-2017

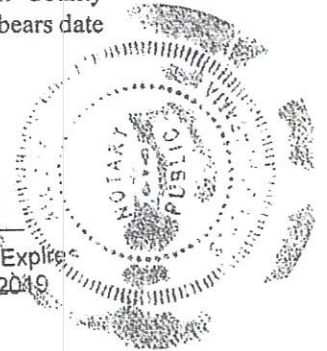
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Anu Gary, a Notary Public, in and for said County in said State, hereby certify that T. CHRISTOPHER ELLIOTT, 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 21st day of March, 2017.

[Signature]
NOTARY PUBLIC
My Commission Expires: October 12, 2019

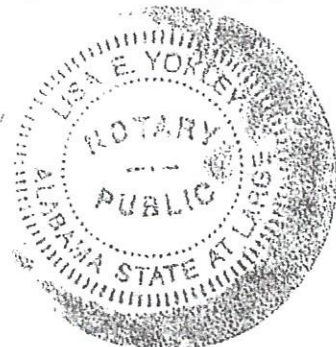


STATE OF ALABAMA

COUNTY OF BALDWIN

I, Lisa E. Yorkley, 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 15th day of March, 2017.



[Signature]
NOTARY PUBLIC
My Commission Expires: 1/20/21