



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

September 21, 2021

Mr. C. Britton Bonner
Adams and Reese LLP
11 North Water St. NW
Suite 23200
Mobile, Alabama 36602

RE: Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2021-2022 Budget

Dear Mr. Bonner:

The Baldwin County Commission, during its regularly scheduled meeting held on September 21, 2021, and as authorized by, the Baldwin County Fiscal Year 2021-2022 Budget (Resolution #2021-127; Resolution #2021-128), approved the execution of a *Memorandum of Agreement* with the below indicated entity to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within the *Agreement*:

Adams and Reese LLP (not to exceed \$72,000.00)

The term of the *Memorandum of Agreement* shall commence October 1, 2021, and expire September 30, 2022, and may be terminated per the parameters as set forth therein.

Enclosed are two **original** *Memorandum of Agreements*. Please execute and return the *Agreements* to this office to the attention of Commission Administration Staff. A **fully executed original** *Memorandum of Agreement* will be returned to you for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Ron Cink, Budget Director, at (251) 580-1646.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BE6

cc: Ron Cink
Christie Davis
Cian Harrison
Eva Cutsinger

ENCLOSURE(S)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Adams and Reese, LLP, an Alabama company ("Adams and Reese") and is effective the date last executed below.

1. Adams and Reese agrees to provide consulting and advisory services to BCC with regard to task specific federal, state and economic development representation issues. Adams and Reese 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. Adams and Reese will perform such services with regard to those issues as are mutually agreed to between Adams and Reese and BCC.

2. Adams and Reese 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 Adams and Reese the sum of \$6,000.00 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, 2021, and shall continue in effect until September 30, 2022, or unless sooner terminated by BCC or Adams and Reese 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 Adams and Reese 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.

Adams and Reese, LLP

Date: _____

By: _____
C. Britton Bonner
Partner in Charge

BALDWIN COUNTY COMMISSION

Date: _____

By: _____
Joe Davis, III
Chairman, Baldwin County Commission

ATTEST:

Wayne Dyess
County Administrator