STATE OF ALABAMA)

COUNTY OF BALDWIN)

SALES AND USE TAX COLLECTION AGREEMENT

(Baldwin County Board of Education and Baldwin County Commission)

This SALES AND USE TAX COLLECTION AGREEMENT (the "Agreement") is made by and between the BALDWIN COUNTY BOARD OF EDUCATION, an agency of the State of Alabama (the "Board"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (the "Commission").

Presently, the Board and Commission operate under an Agreement whereby the Commission administers, collects and enforces all county levied sales and use taxes where the tax revenue is paid in whole or in part to the Board, said instrument set to expire September 30, 2014, and will be replaced with this Agreement.

Recitals:

1. Pursuant to Alabama law as set forth in Act No. 2000-445 (the "Act"), the Commission is authorized and empowered to enter into agreements to administer, collect and enforce certain taxes and fees.

2. Pursuant to Amendment No. 879 of the Constitution of Alabama 1901 ("Amendment No. 879"), the Commission is authorized to collect the county sales and use taxes and to enforce the provisions of Amendment No. 879, and it shall have and exercise all rights and remedies that the state has for the collection of the state sales tax and the state use tax (as the case may be).

3. The Commission and Board desire to enter into this Agreement pursuant to the Act and Amendment No. 879 for the collection of revenue from sales taxes and use taxes for the Board.

1. Taxes Collected:

The taxes collected under this Agreement are all county levied sales and use taxes and all sales and use taxes levied under the authority of Amendment No. 879 where the tax revenue is paid in whole or in part to the Board ("the taxes").

2. Tax Collection by the Commission:

Subject to applicable laws, rules, regulations and procedures, the Commission will administer, collect and enforce the taxes. The taxes will be held in an interest bearing account until remitted to the Board. The Commission will use its best efforts to administer, collect and enforce the taxes so that the Board receives timely payment of revenues due from the taxes. The Commission will employ qualified personnel provided with the office space and resources to administer collect and enforce the taxes. In administering, collecting and enforcing the taxes, the Commission will indemnify and hold the Board harmless for liability arising from or in connection with any and all negligent, wanton or intentional acts

or embezzlement by agents, servants, and employees of the Commission; provided that the Commission shall not be liable to the Board for refunds, exemptions or claims for the reimbursement of taxes by taxpayers or otherwise.

3. Remittances to the Board:

The Commission will remit, bi-monthly, the Board's portion of the taxes to the Board as follows:

Beginning October 1, 2014, on the regular Commission meetings on the 1st and 3rd Tuesday of each consecutive month thereafter (or on the date of any rescheduled regular meeting of the Commission), the Commission will disburse to the Board all tax revenues collected by the Commission for the Board, together with the Board's share of interest earned thereon, during the previous month.

4. Records:

The Commission will retain all reports, records and other documents in connection with administering, collecting and enforcing the taxes for a period of five (5) years. On or before the date of each monthly remittance to the Board of the Board's portion of the taxes, the Commission will provide the Board with a full and complete report of tax collection activity which will include, without limitation, the following:

(a) The total amount of taxes collected during the previous month.

(b) That portion of the total taxes collected from use tax and that portion of the total taxes collected from sales tax.

(c) The total amount withheld for collection of taxes.

(d) The amount of interest earned on the collected taxes.

(e) Any and all other records reasonably requested in writing by the Board.

Subject to the applicable laws, rules, regulations and procedures, the Board shall have the right to inspect and copy any and all reports, records and correspondence of the Commission in connection with the Commission's administering, collecting and enforcing the taxes at any time, to audit the same in the collection premises and to take all action in connection with such audit.

5. Collection Costs to the Board:

The Board shall pay Commission two percent (2%) of gross taxes collected for administering, collecting and enforcing the taxes ("the Collection Cost").

6. Term:

This Agreement is for a term of three (3) years beginning October 1, 2014, and ending September 30, 2017. Provided, however, any party to this Agreement may terminate this Agreement by providing written notice of not less than ninety (90) days to the other party. In the event this Agreement is terminated by the Board during the term, the Board shall continue to pay its Collection Costs to the Commission for a period of six (6) months after termination.

7. Miscellaneous:

(a) Assignment. This Agreement may not be assigned by any party hereto without the consent of the other parties hereto.

(b) Successors Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only shall not affect the meaning or interpretation of this agreement.

(d) Designation. The terms "the Board" and "the Commission" as used herein shall include agents, servants and employees of the Board and the Commission designated to act on their respective behalf.

(e) Amendment. This Agreement may be amended only by an instrument in writing executed by all parties hereto.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto, and supersedes all prior understandings with respect to the subject matter hereof.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

(h) Governing Law. This Agreement shall be construed and enforced under and in accordance with and governed by the Constitution and laws of the State of Alabama.

(i) Provision Severable. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of anyone or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions.

(j) Compliance with Law. The Commission and the Board will comply at all times with all laws, rules and regulations of governmental authorities having jurisdiction and applicable to them under this Agreement including, without limitation, bid laws and rights protected by state and federal constitutions and statutes.

(k) Construction. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of any association between the Board and the Commission, and no acts by either the Board of the Commission shall be deemed to create such relationship.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the 26th day of August, 2014.

BALDWIN COUNTY BOARD OF EDUCATION
An Agency of the State of Alabama

NORM MOORE, President

ATTEST:

ALAN T. LEE, Superintendent and Ex Officio Secretary

BALDWIN COUNTY COMMISSION
The Honorable County Governing Body of Baldwin County, Alabama, and a political subdivision of the State of Alabama

Charles F. Gruber, As Its Chairman

ATTEST:

David A. Z. Brewer, County Administrator

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, NORM MOORE, as President of the Baldwin County Board of Education, and ALAN T. LEE, Superintendent and Ex Officio Secretary of the Baldwin County Board of Education, who are known to me, acknowledged before me on this day that, being informed of the contents of said Sales and Use Tax Collection Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education on the day the same bears date.

Given under my hand and seal this the 24th day of July, 2014.

Elizabeth L. Coe
NOTARY PUBLIC
My Commission Expires: 10/5/2014

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, CHARLES F. GRUBER, whose name as Chairman of the Baldwin County Commission, and David A. Z. Brewer, whose name as County Administrator of the Baldwin County Commission, who are known to me, acknowledged before me on this day that, being informed of the contents of said Sales and Use Tax Collection Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission on the day the same bears date.

Given under my hand and seal this the 26th day of August, 2014.

Monica E. Taylor
NOTARY PUBLIC
My Commission Expires:

MONICA E. TAYLOR NOTARY PUBLIC ALABAMA STATE AT LARGE

RESOLUTION

BE IT RESOLVED BY THE BALDWIN COUNTY BOARD OF EDUCATION (the "Board") in regular meeting assembled on September 18, 2014, hereby approve and the President be, and is hereby, authorized and directed to execute and to deliver a Sales and Use Tax Collection Agreement in form substantially the same the Sales and Use Tax Collection Agreement referenced as Exhibit A to the Baldwin County Commission.

That the Baldwin County Board of Education hereby ratifies and confirms all that the President shall do in the premises including the execution of the Agreement.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Robert Owen, Interim Superintendent and Ex-officio Secretary of the Baldwin County Board of Education, do hereby certify that the foregoing is a true and correct copy of a resolution of the Board adopted at its meeting held on September 18, 2014 and that the same is in full force and effect.

WITNESS my hand and seal of the Baldwin County Board of Education this 18th day of September, 2014.

ROBERT OWEN
As Interim Superintendent and
Ex-Officio Secretary