



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. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

March 21, 2017

North Baldwin Utilities
25 Hand Avenue
Bay Minette, AL 36507
ATTN: Jason M. Padgett

REFERENCE: Memorandum of Agreement with North Baldwin Utilities for Grant Support Services for the Baldwin County Commission

Dear Mr. Padgett:

The Baldwin County Commission during their regularly held meeting of March 21, 2017, approved the Memorandum of Agreement between the Baldwin County Commission and North Baldwin Utilities for Grant Support Services in the amount of \$20,000.00 through September 30, 2017 (the "Initial Term"). The Agreement has an automatic renewal for an additional one (1) year term with the option to cancel with or without cause by either party with thirty (30) days written notice.

Please find attached your executed copy of the Agreement.

If you have any questions, please contact the Purchasing Manager, Wanda Gautney at (251) 580-2520.

Sincerely,



T. CHRISTOPHER ELLIOTT, Chairman
Baldwin County Commission

TCE:wg Item #BB-2

Attachment

cc: Wanda Gautney, Purchasing Manager

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.

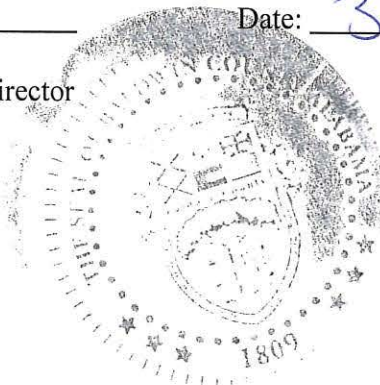
BALDWIN COUNTY COMMISSION:

Signed: T. Elliott
T. Christopher Elliott
Chairman

Date: 3/2/2007

Attest: Ronald J. Cink
Ronald J. Cink
County Administrator/Budget Director

Date: 3/2/2007



NORTH BALDWIN UTILITIES:

Signed: *Jason M. Padgett*
Jason M. Padgett
General Manger/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.

Anu Gary
NOTARY PUBLIC My Commission Expires: October 12, 2019



STATE OF ALABAMA

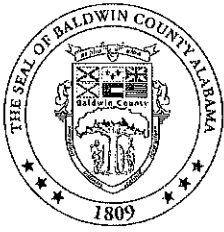
COUNTY OF BALDWIN

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.

Lisa E. Yorkley
NOTARY PUBLIC My Commission Expires: 1/20/21





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

November 20, 2018

North Baldwin Utilities
25 Hand Avenue
Bay Minette, AL 36507
ATTN: Jason M. Padgett

REFERENCE: Amendment to Memorandum of Agreement with North Baldwin Utilities for Grant Support Services for the Baldwin County Commission

Dear Mr. Padgett:

The Baldwin County Commission during their regularly held meeting of November 20, 2018, approved the Amendment to the Memorandum of Agreement between the Baldwin County Commission and North Baldwin Utilities for Grant Support Services in the amount of \$25,000.00 plus any out-of-pocket expenses incurred in the performance of the services through September 30, 2019 (the "Initial Term"). The Agreement has an automatic renewal for an additional one (1) year term with the option to cancel with or without cause by either party with thirty (30) days written notice.

Please find attached your executed copy of the Amendment.

If you have any questions, please contact the Purchasing Director, Wanda Gautney at (251) 580-2520.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG:wg Item #BE9

Attachment

cc: Wanda Gautney, Purchasing Director

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. Compensation: 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).

2. 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 purposes hereof.

5. As modified herein, all terms and conditions in the MOU shall remain in full force and effect.

BALDWIN COUNTY COMMISSION:

Signed: *Charles F. Grubbe*

Date: 11/20/18

Chairman

Attest: *Ronald J. Cink*

Date: 11/20/18

Ronald J. Cink
County Administrator/Budget Director



NORTH BALDWIN UTILITIES:

Signed: *Jason M. Padgett*

Date: 10/29/2018

Jason M. Padgett
General Manger/CEO

STATE OF ALABAMA

COUNTY OF BALDWIN

I, *Monica E. Taylor*, a Notary Public, in and for said County in said State, hereby certify that *Charles F. Grubbe*, 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 20th day of November 2018.



Monica E. Taylor
NOTARY PUBLIC

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.

Given under my hand and seal this the 31st day of October, 2018.

