



**COUNTY COMMISSION
BALDWIN COUNTY**

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Anu Gary
Administrative Services Manager
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(251) 580-2564

Monica English
Assistant Administrative Services Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

October 20, 2020

Mr. Ray Cole, Vice President
Van Scoyoc Associates, Inc.
800 Main Avenue, SW - Suite 800
Washington, DC 20024

RE: Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2020-2021 Budget

Dear Mr. Cole:

Please find enclosed a **fully executed original** *Agreement* approved during the September 22, 2020, Baldwin County Commission meeting, with the below indicated entity to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within the *Agreement*:

Van Scoyoc Associates, Inc. (not to exceed \$114,000)

The term of the *Agreement* shall commence October 1, 2020, and expire September 30, 2021, and may be terminated per the parameters as set forth therein.

If you have not received a check within forty-five (45) days of receipt of this correspondence, please contact Eva Cutsinger, Senior Accountant, at (251) 580-2521.

If you have any questions or need further assistance, please do not hesitate to contact Christie Davis, Senior Budget Accountant, at (251) 972-8552.

Sincerely,

MONICA ENGLISH
Assistant Administrative Services Manager
Baldwin County Commission

ME/vk Item BE13

cc: Christie Davis
Ron Cink
Cian Harrison
Eva Cutsinger

ENCLOSURE(S)

RECEIVED
OCT 15 2020
BT: BP

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereafter "BCC"), and Van Scoyoc Associates, Inc., a corporation ("VSA") and is effective the date last executed below.

1. VSA agrees to provide consulting and advisory services to BCC with regard to various legislative issues. VSA 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. VSA will perform such services with regard to those issues as are mutually agreed to between VSA and BCC.

2. VSA 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 VSA the sum of \$9,500.00 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, 2020, and shall continue in effect until September 30, 2021, or unless sooner terminated by BCC or VSA 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 VSA 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.

VAN SCOYOC ASSOCIATES, INC.

Date: _____

By: H. Stewart V. Scoyoc
H. Stewart Van Scoyoc
President

BALDWIN COUNTY COMMISSION

Date: 10/20/00

By: Billie Jo Underwood
Billie Jo Underwood
Chairman, Baldwin County Commission

ATTEST:
Wayne Dyess
Wayne Dyess
County Administrator

