STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (hereafter the "Contract") is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission"), and Blackburn, Conner and Taupeka, P.C. (hereafter the "Independent Contractor"), wherein the Independent Contractor agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Contract.

WITNESSETH:

WHEREAS, the Baldwin County Commission was established by a 1931 Act of the Alabama Legislature which has been amended by said Alabama Legislature from time-to-time; and

WHEREAS, the aforementioned 1931 Act is considered a local legislative act applicable only to Baldwin County, Alabama, which is commonly referred to as Act No. 239 (1931), as amended; and

WHEREAS, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, as follows:

> The Commission shall have the duty, power, jurisdiction, authority and privilege: ... to employ counsel for the Commission under such contract as it shall deem advantageous ....

WHEREAS, the Baldwin County Commission, during its meeting held on November 12, 2014, voted to appoint/designate the Independent Contractor as Counsel for the Baldwin County Commission, said position identified as "County Attorney"; and

WHEREAS, the Independent Contractor is willing to accept said position pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and hereby acknowledged, the Baldwin County Commission and the Independent Contractor agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Contract as though fully set forth herein.

Article II.

DEFINITIONS

With Cause:	A reason exists which may or may not be made public at the sole discretion of the Baldwin County Commission.
Without Cause:	At the sole discretion of the Baldwin County Commission and without the need for a reason.

Article III.

TERM(S), PERIOD OF APPOINTMENT/DESIGNATION AND INDEPENDENT CONTRACTOR

The Baldwin County Commission appoints the Independent Contractor, and the Independent Contractor hereby accepts said appointment as County Attorney for the Baldwin County Commission, which appointment shall be as an independent contractor and not as an employee of the Baldwin County Commission, said Independent Contractor having no rights under the personnel merit system of Baldwin County, Alabama. The Independent Contractor serves solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause to be determined exclusively by the Baldwin County Commission pursuant to this Contract.

The Independent Contractor shall commence performance of said duties, as provided herein, upon the effective date of this Contract, and the Independent Contractor shall complete the adequate performance of the said duties and provisions noted herein on a continuing and ongoing basis.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Contract shall be the date when the Chairman of the Baldwin County Commission places his signature hereon and shall continue in full force and effect unless terminated by the Baldwin County Commission or the Independent Contractor as set forth herein.

Article V.

SCOPE OF SERVICES/ DUTIES

The Independent Contractor shall serve as **County Attorney** providing legal counsel to the Baldwin County Commission. The Baldwin County Commission, and only the Baldwin County Commission, shall have supervisory control over the Independent Contractor.

It is expressly understood and agreed that the Independent Contractor will continue to represent other clients and parties, and such representation shall not be deemed a breach of this Contract. In the event that the Independent Contractor has or perceives a conflict of interest which prohibits

the Independent Contractor's representation of the Baldwin County Commission in a given matter, the Baldwin County Commission shall be entitled to retain other counsel to represent the Baldwin County Commission in such matter. In the event such a conflict of interest arises, the same shall not be deemed a breach of this Contract.

Article VI.

STANDARD OF PERFORMANCE

The Independent Contractor shall perform all such services in the manner and according to the standards observed by an able legal professional of the same skill and level of competence in the field within which said Independent Contractor is engaged, subject to all applicable rules and regulations.

Article VII.

COMPENSATION, TAXES AND BENEFITS

The Independent Contractor shall be paid an hourly rate of $225/hour for work performed by the Independent Contractor and each attorney within the Firm providing services to the Baldwin County Commission. In addition, the Baldwin County Commission shall pay all expenses incurred by the Independent Contractor in providing services to the Baldwin County Commission, including, but not limited to, court costs, deposition expenses, travel expenses, facsimile charges, postage expenses, telephone expenses, copying charges and outside legal or expert expenses. Said payment shall be due and payable by the Baldwin County Commission to the Independent Contractor at the first of each month based on the invoices submitted by the Independent Contractor. For extraordinary services provided by the Independent Contractor, including, but not limited to, the issuance of opinion letters for bond issues or other matters beyond the normal scope of services contemplated by the Parties, the Independent Contractor shall be entitled to additional compensation as agreed upon between the Independent Contractor and the Baldwin County Commission.

The Baldwin County Commission shall not be responsible for paying any taxes on the Independent Contractor's behalf, and should the Baldwin County Commission be required to do so by state, federal, or local taxing agencies, the Independent Contractor agrees to promptly reimburse the Baldwin County Commission for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions and income tax.

The Independent Contractor understands and acknowledges that the Independent Contractor shall not be entitled to any of the benefits as an employee of the Baldwin County Commission including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

Notwithstanding any statement contained in this Contract, nothing herein shall be construed or interpreted as affording the Independent Contractor any rights existing under the personnel merit system of Baldwin County, Alabama.

Article VIII.

TERMINATION

It is understood that the Independent Contractor works at the sole discretion and the sole pleasure of the Baldwin County Commission. Nothing contained in this Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to terminate or not renew this Contract and to discontinue the services of the Independent Contractor at any time, with or without cause, by giving thirty (30) days written notice of such termination. Nothing contained in this Contract shall in any way prevent, limit or restrict the right of the Independent Contractor to terminate or not renew this Contract and to discontinue the services of the Independent Contractor at any time, with or without cause, by giving thirty (30) days written notice of such termination. In the event of termination of this Contract by either Party, the Independent Contractor shall be paid compensation and expenses for work performed through and including the date of termination.

Article IX.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Parties under this Contract is intended to be exclusive of any other remedy or remedies, and the Parties to this Contract retain each and every such remedy, now or hereafter existing at law or in equity or otherwise.

Article X.

SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article XI.

ASSIGNMENT

The Independent Contractor shall not assign any rights under this Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign without such consent shall be void, without legal effect and shall constitute grounds for termination of the Independent Contractor and this Contract. The retention by Independent Contractor of additional counsel to represent the Baldwin County Commission in a given matter shall not be regarded as an assignment of rights under this Contract by the Independent Contractor.

Article XII.

NO WAIVER OF DEFAULT

No delay or omission of the Parties to this Contract to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and, every power and remedy given by this Contract to the Parties shall be exercised from time to time and as often as may be deemed expedient.

Article XIII.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract and by no other means. Furthermore, this Contract replaces and supersedes the prior Contract for Services approved by the Baldwin County Commission at its November 10, 2010, meeting.

Article XIV.

COMPLIANCE WITH THE LAW

The Independent Contractor shall at all times remain in compliance with all Baldwin County, State of Alabama and Federal statutes, or other ordinances and regulations now in force or which may hereafter be in force with regard to this Contract.

Article XV.

ALABAMA LAW

This Contract shall be deemed to have been made in the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. Any litigation regarding this Contract or its contents shall be filed, if in state court, in the Circuit Court of Baldwin County, Alabama, or if in federal court, in the United States District Court for the Southern District of Alabama.

Article XVI.

AUTHORITY

All parties to this Contract warrant and represent that they have the power and the authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in

order to enter into this Contract have been fully complied with.

Article XVII.

NOTICES

Any notices to be given under this Contract by either Party, to the other, may be effected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XVIII.

CAPTIONS

The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

Article XIX.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in the interpretation of this Contract or any amendments hereto.

BALDWIN COUNTY COMMISSION

By: _____
CHARLES F. GRUBER Date
As Its: Chairman

ATTEST:

_____

As Its: Interim County ~~Acct~~ Administrator

BLACKBURN, CONNER AND TAUPEKA, P.C.

By: _____ 12.3.14
DANIEL G. BLACKBURN Date
Its: President

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Keri Green, a Notary Public, in and for said County in said State, hereby certify that Charles F. Gruber, whose name as Chairman, and Ronald J. Cink, whose name as Interim County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 4th day of December, 2014.

Keri Green
Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 11/23/2015

KERI GREEN NOTARY PUBLIC ALABAMA

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Candice Lusk, a Notary Public, in and for said County, in said State, hereby certify that Daniel G. Blackburn, whose name as President of BLACKBURN, CONNER & TAUPEKA, P.C., is signed to foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 3rd day of December, 2014.

Candice Lusk
Notary Public, Baldwin County, Alabama
My Commission Expires: 07/12/20[illegible]

CANDICE LUSK NOTARY PUBLIC ALABAMA STATE