



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager
MONICA E. TAYLOR
Assistant Records Manager

February 20, 2013

Mr. James L. Birchall
Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P.
1819 5th Avenue North
Suite 1100
Birmingham, Alabama 35203

RE: First Amendment to Professional Services Agreement

Dear Mr. Birchall:

Enclosed is a **fully executed copy** of the *First Amendment to Professional Services Agreement*, approved during the February 5, 2013, Baldwin County Commission meeting, between the Baldwin County Commission and Jones, Walker, Waechter, Poitevent, Carrere and Denegre, L.L.P. (Mr. James L. Birchall) in order to revise the payment parameters related to legal research assistance and warrant issuances.

If you have any questions or need further assistance, please do not hesitate to contact Kim Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,


ANU GARY, Records Manager
Baldwin County Commission

AG/met Item EF1

cc: Kim Creech
David Brewer
Ron Cink

ENCLOSURE

STATE OF ALABAMA)

COUNTY OF BALDWIN)

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

(Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (herein called the "First Amendment") is made by and between JONES, WALKER, WAECHTER, POITEVENT, CARRERE & DENEGRE, L.L.P., related to the professional legal services of Mr. James L. Birchall ("JONES WALKER") and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama ("COMMISSION").

WHEREAS, JONES WALKER has requested to the COMMISSION's Clerk/Treasurer an amendment (attached hereto as Exhibit A) to the original Professional Services Agreement (attached hereto as Exhibit B) related to a new Bond Counsel Fee Schedule for certain warrant financing issues applicable to the COMMISSION; and

WHEREAS, upon review of JONES WALKER's proposed amendment, the County proposes to amend the original Professional Services Agreement to include the new Bond Counsel Fee Schedule therein.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the COMMISSION and JONES WALKER agree to the alterations, amendments and modifications to the original Professional Services Agreement as follows:

Article I.

TERMS OF THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT BROUGHT FORTH

Except as expressly altered, amended or modified by this First Amendment, the terms and provisions contained in the original Professional Services Agreement shall remain in full force and effect. To the extent that any provision of the original Professional Services Agreement is altered, amended or modified by this First Amendment, the terms and provisions of this First Amendment shall control.

Article II.

AMENDMENT TO SECTION 3. OF THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT

The section numbered 3. of the original Professional Services Agreement is hereby superseded and amended to read in its entirety as follows:

"3. (a) After payment by the COMMISSION to JONES WALKER as referenced at 2. above, the COMMISSION shall thereafter pay JONES WALKER at the rate of Two Hundred and Seventy Five Dollars (\$275.00) per hour for any and all legal research services rendered and the COMMISSION shall reimburse JONES WALKER for any and all reasonable out-of-pocket expenses incurred.

(b) For any and all warrant financing issues, the COMMISSION shall pay JONES WALKER per a Bond Counsel Fee Schedule as follows:

BOND COUNSEL FEE SCHEDULE – JONES WALKER

<u>Warrant Issue Size</u>	<u>Maximum Fee</u>
(a) \$1,000,000 or less	\$5,000
(b) 1,000,001 to \$5,000,000	9,500
(c) \$5,000,001 to \$10,000,000	15,000
(d) \$10,000,001 to \$15,000,000	25,000
(e) \$15,000,001 to \$20,000,000	35,000
(f) \$20,000,001 to \$25,000,000	45,000
(g) \$25,000,001 to \$35,000,000	50,000
(h) \$35,000,001 to \$45,000,000	65,000
(i) \$45,000,001 to 55,000,000	75,000
(j) \$55,000,001 and above	To be Determined by the Parties”

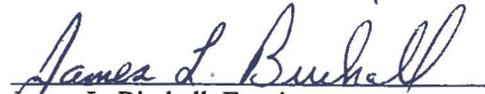
Article III.

EFFECTIVE DATE OF FIRST AMENDMENT

The effective date of this First Amendment shall be the date when the Chairman of the COMMISSION places his signature hereon following execution by JONES WALKER.



**JONES, WALKER, WAECHTER,
POITEVENT, CARRE & DENEGRE, L.L.P.**


James L. Birchall, Esquire

BALDWIN COUNTY COMMISSION


J. Tucker Dorsey, As Its Chairman

ATTEST:


David A. Z. Brewer, County Administrator

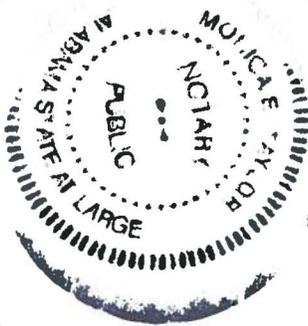
NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, J. TUCKER DORSEY, whose name as Chairman of the Baldwin County Commission, a political subdivision of the State of Alabama, is signed to the foregoing First Amendment to Professional Services Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment to Professional Services Agreement, he, as such officer 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 19th day of February, 2013.



Monica E. Taylor
NOTARY PUBLIC

My Commission Expires: ~~_____~~ My Commission Expires 09/05/2016

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, JAMES L. BIRCHALL, is signed to the foregoing First Amendment to Professional Services Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said First Amendment to Professional Services Agreement, he, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 11th day of February, 2013.

Marjorie Gilkey
NOTARY PUBLIC

My Commission Expires: _____



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 16, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Erica Christmas

From: David Brewer
Sent: Friday, December 21, 2012 3:51 PM
To: Erica Christmas
Subject: FW: Fee Schedule
Attachments: BH150900.DOC.doc

Pls print

DAVID A. Z. BREWER
County Administrator
Baldwin County, Alabama
Email: dbrewer@baldwincountyal.gov
Office: 251.580.2550
Cell: 251.752.3766
Facsimile: 251.580.2500



From: Birchall, Jim [<mailto:jbirchall@joneswalker.com>]
Sent: Friday, December 14, 2012 2:47 PM
To: Kimberly Creech
Cc: David Brewer
Subject: FW: Fee Schedule

Kim, sorry to be so late in getting this to you. It has been a hectic week. I have attached a proposed fee schedule I think along the lines we discussed. Please let me know if you need anything further at this time. Thanks.

Jim

James L. Birchall, Esq.
Jones Walker Waechter Poitevent Carrere & Denegre, LLP
1819 5th Avenue North, Suite 1100
Birmingham, Alabama 35203
205-244-5222 phone
205-244-5242 fax
jbirchall@joneswalker.com

This message and any attachment hereto is subject to the privilege afforded Attorney Work Products and Attorney-Client communications.

IRS Circular 230 Disclaimer: Under applicable Treasury regulations, any tax advice provided in this message (or any attachment hereto) is not intended or written to be used, and cannot be used, for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Service. If you would like an opinion upon which you can rely to avoid penalties, please contact the sender to discuss.

BOND COUNSEL FEE SCHEDULE – JONES WALKER, LLP

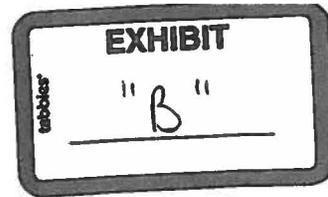
<u>Warrant Issue Size</u>	<u>Maximum Fee</u>
(a) \$1,000,000 or less	\$5,000
(b) 1,000,001 to \$5,000,000	9,500
(c) \$5,000,001 to \$10,000,000	15,000
(d) \$10,000,001 to \$15,000,000	25,000
(e) \$15,000,001 to \$20,000,000	35,000
(f) \$20,000,001 to \$25,000,000	45,000
(g) \$25,000,001 to \$35,000,000	50,000
(h) \$35,000,001 to \$45,000,000	65,000
(i) \$45,000,001 to 55,000,000	75,000
(j) \$55,000,001 and above	To be Determined by the Parties



COUNTY COMMISSION

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ANU GARY
Records Manager



January 4, 2012

Mr. James L. Birchall
Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P.
1819 5th Avenue North, Suite 1100
Birmingham, Alabama 35203

RE: Professional Services Agreement – Jones, Walker, Waechter, Poitevent, Carrere and Denegre, L.L.P. (Mr. James L. Birchall)

Dear Mr. Birchall:

Enclosed, please find a **fully executed copy** of the *Professional Services Agreement* between the Baldwin County Commission and Jones, Walker, Waechter, Poitevent, Carrere & Denegre, L.L.P., regarding warrant financing applicable to Baldwin County, Alabama, which was approved by the Baldwin County Commission during its regularly scheduled meeting held on December 20, 2011.

If you have any questions, please contact me or Kim Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AKG/enc/Item #EH1

cc: Kim Creech
Ron Cink
David Brewer
Eva Cutsinger

Enclosure(s)

STATE OF ALABAMA
COUNTY OF BALDWIN

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and entered into by and between JONES, WALKER, WAECHTER, POITEVENT, CARRERE & DENEGRE, L.L.P., related to the professional legal services of Mr. James L. Birchall, ("JONES WALKER"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama ("COMMISSION").

WITNESSETH:

WHEREAS, the COMMISSION desires to continue the provision of professional legal services provided by JONES WALKER to the COMMISSION related to warrant financing issues affecting Baldwin County, Alabama, and specifically the COMMISSION; and

WHEREAS, said provision of professional legal services will aid the COMMISSION remain in compliance with applicable law related to Alabama county commissions seeking warrant financing; and

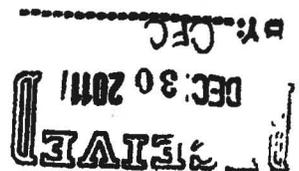
WHEREAS, COMMISSION Policy 8.12 sets forth certain requirements related to the engagement of professional services, as well as other services, to the COMMISSION; and

WHEREAS, COMMISSION Policy 8.12 only allows the engagement of professional services which will not exceed \$5,000 annually without an approved contract; and

WHEREAS, the COMMISSION is the only entity that can approve contracts; and

WHEREAS, due to the complexity of warrant financing, and the related laws applicable to Alabama county commissions related thereto, it has come to the attention of the COMMISSION that the professional legal services, provided by JONES WALKER to the COMMISSION, will exceed \$5,000 annually requiring the COMMISSION to approve a contract with JONES WALKER consistent with COMMISSION Policy 8.12; and

WHEREAS, JONES WALKER agrees to provide his professional legal services relative thereto to the COMMISSION.



NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto do AGREE as follows:

1. The COMMISSION does hereby engage JONES WALKER to provide professional legal services in the review, in the COMMISSION's interest, of warrant financing issues applicable to Baldwin County, Alabama.

2. The COMMISSION does hereby authorize payment to JONES WALKER in the amount of Ten Thousand and Six Hundred and Seventy Three Dollars and Ninety Cents (\$10,673.90) for the professional legal services provided by JONES WALKER to the COMMISSION related to prior warrant financing work in connection with the Mega-site, real property located in North Baldwin County, Alabama, for use as an industrial site.

3. After payment by the COMMISSION to JONES WALKER as referenced at 2. above, the COMMISSION shall thereafter pay JONES WALKER at the rate of Two Hundred and Seventy Five Dollars (\$275.00) per hour for any and all services rendered and the COMMISSION shall reimburse JONES WALKER for any and all reasonable out-of-pocket expenses incurred.

4. JONES WALKER shall serve at the exclusive pleasure of the COMMISSION.

5. The effective date of this AGREEMENT shall be when the Chairman of the COMMISSION places his signature thereon and shall continue in full force and effect unless terminated as set forth herein.

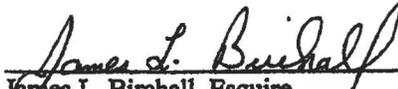
6. This AGREEMENT may be terminated by written notice issued by either party to the other at any time.

7. JONES WALKER shall perform all professional legal services under this Agreement as an independent contractor and not as an employee of the COMMISSION.

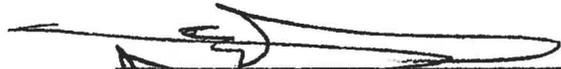
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on this the 20th day of December, 2011, with full authority so to do.

JONES, WALKER, WAECHTER,

POITEVENT, CARRERE & DENEGRÉ, L.L.P.


James L. Birchall, Esquire

BALDWIN COUNTY COMMISSION


Robert E. James, As Its Chairman



NOTARY PAGE TO FOLLOW

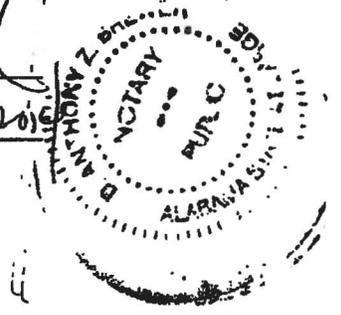
STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, ROBERT E. JAMES, whose name as Chairman of the Baldwin County Commission, a political subdivision of the State of Alabama, is signed to the foregoing Professional Services Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Professional Services Agreement, he, as such officer 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 4th day of JANUARY, 2012

[Signature]
NOTARY PUBLIC
My Commission Expires: 2-9-2016



STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, JAMES L. BIRCHALL, is signed to the foregoing Professional Services Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Professional Services Agreement, he, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 27th day of December

[Signature]
NOTARY PUBLIC
My Commission Expires: _____



NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: July 16, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS



James L. Birchall
Direct Dial 205-244-5222
Direct Fax 205-244-5422
jbirchall@joneswalker.com

December 27, 2011

Anu Gary, Records Manager
Baldwin County
312 Courthouse Square, Suite 12
Bay Minette AL 36507

Re: Professional Services Agreement

Dear Ms. Gary:

Enclosed please find an original Professional Services Agreement signed by me for the County's records. If you need anything further please let me know.

Very truly yours,


James L. Birchall

JLB/mg

Enclosure

cc: Mr. Robert E. James (via email)
Ms. Kimberly Creech (via email)
Mr. David Brewer (via email)

{BHI11287.1} JONES, WALKER, WAECHTER, POITTEVENT,
CARRÉRE & DENÈGRE L.L.P.

1819 5TH AVENUE NORTH • SUITE 1100 • BIRMINGHAM, ALABAMA 35203 • 205-244-5200 • FAX 205-244-5400 • E-mail info@joneswalker.com • www.joneswalker.com

ALABAMA ARIZONA DISTRICT OF COLUMBIA FLORIDA LOUISIANA TEXAS