



COUNTY COMMISSION

BALDWIN COUNTY

312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507

(251) 937-0264

FAX (251) 580-2500

www.baldwincountyal.gov

MEMBERS

DIST. 1. FRANK BURT, JR.
2. ROBERT E. (BOB) JAMES
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

August 16, 2011

Mr. Robert A. Wills
Post Office Box 547
Bay Minette, Alabama 36507

RE: Professional Services Agreement

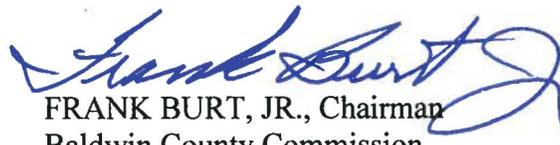
Dear Mr. Wills:

The Baldwin County Commission, during its regularly scheduled meeting held on August 16, 2011, authorized the execution of a *Professional Services Agreement*, between you and the Baldwin County Commission, related to the provision of professional legal services to the Baldwin County Commission regarding the Mega-site. This *Agreement* shall commence when the Chairman places his signature thereon and shall continue in full force and effect unless terminated by written notice issued by either party to the other at any time.

Enclosed is a **fully executed copy** of the *Agreement*, for your files.

If you have any questions or need further assistance, please do not hesitate to contact me or David Brewer, County Administrator, at (251) 580-2550.

Sincerely,


FRANK BURT, JR., Chairman
Baldwin County Commission

FB/met Item EA8

cc: David Brewer
Ron Cink
Kim Creech
Eva Cutsinger

ENCLOSURE

STATE OF ALABAMA
COUNTY OF BALDWIN

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) is made and entered into by and between ROBERT A. WILLS, a practicing attorney in Bay Minette, Alabama (“WILLS”), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama (“COMMISSION”).

WITNESSETH:

WHEREAS, the COMMISSION, by and through its County Administrator on May 11, 2011, and consistent with COMMISSION Policy 8.12, authorized the engagement of the professional legal services of WILLS in the review, in the COMMISSION’s interest, of certain real estate issues related to the Mega-site, real property located in North Baldwin County, Alabama, for use as an industrial site; and

WHEREAS, the aforesaid engagement was made due to the fact that the current County Attorney has a conflict of interest relative to the matter above referenced; and

WHEREAS, COMMISSION Policy 8.12 only allows the County Administrator to engage the professional legal services of WILLS which will not exceed \$5,000 annually as paid to WILLS by the COMMISSION without an approved contract; and

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

WHEREAS, due to the complexity of the above referenced matter, it has come to the attention of the County Administrator that the engagement of WILLS’ professional legal services will exceed \$5,000 annually requiring the COMMISSION to approve a contract with WILLS consistent with COMMISSION Policy 8.12; and

WHEREAS, WILLS agrees to provide his professional legal services relative thereto.

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 WILLS to provide professional legal services in the review, in the COMMISSION's interest, of certain real estate issues related to the Mega-site, real property located in North Baldwin County, Alabama, for use as an industrial site, said professional legal services including all negotiations and transactions relative to the acquisition of the Mega-site by the COMMISSION and any and all transactions incidental or in any way related thereto.

2. The COMMISSION shall pay WILLS at the rate of Two Hundred Dollars (\$200.00) per hour for any and all services rendered and the COMMISSION shall reimburse WILLS for any and all reasonable out-of-pocket expenses incurred.

3. WILLS shall serve at the exclusive pleasure of the COMMISSION.

4. 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.

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

6. WILLS shall perform all of his 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 16th day of August, 2011, with full authority so to do.



NOTARY PAGE TO FOLLOW

ROBERT A. WILLS


Robert. A. Wills, Esquire

BALDWIN COUNTY COMMISSION


Frank Burt, Jr., As Its Chairman

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, FRANK BURT, JR., 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 16 day of August, 2011.



[Handwritten Signature]

NOTARY PUBLIC

My Commission Expires: Nov 4, 2012
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 4, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, ROBERT A. WILLS, 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 16th day of August, 2011.



[Handwritten Signature]

NOTARY PUBLIC

My Commission Expires: 2.9.2014