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

September 4, 2012

Mr. Allan R. Chason
Chason & Chason, P.C.
Post Office Box 100
Bay Minette, Alabama 36507

RE: Professional Services Agreement - Allan R. Chason (Chason & Chason)

Dear Mr. Chason:

The Baldwin County Commission, during its regularly scheduled meeting held on September 4, 2012, in accordance with Baldwin County Commission Policy #8.12 (Processing Voucher Payments), approved 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 a myriad of legal issues affecting the Baldwin County Commission. [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 *Professional Services Agreement* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or David Brewer, at (251) 580-2550.

Sincerely,

ROBERT E. JAMES, Chairman
Baldwin County Commission

REJ/cfc Item EA4

cc: David Brewer
Kim Creech
Ron Cink
Commissioner Frank Burt
Commission Bob James
Commissioner Tucker Dorsey
Commissioner Charles Gruber

ENCLOSURE

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

STATE OF ALABAMA

COUNTY OF BALDWIN

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and entered into by and between ALLAN R. CHASON, a practicing attorney in Bay Minette, Alabama, and of the firm of Chason & Chason, P.C. ("CHASON"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama ("COMMISSION").

W I T N E S S E T H :

WHEREAS, the COMMISSION, by and through its County Administrator and consistent with COMMISSION Policy 8.12, prior authorized, on several occasions, the engagement of the professional legal services of CHASON in the review, in the COMMISSION's interest, of a myriad of legal issues affecting the COMMISSON; and

WHEREAS, the prior engagements were made due to the fact that the current County Attorney had a conflict of interest, respectively; and

WHEREAS, COMMISSION Policy 8.12 only allows the County Administrator to engage the professional legal services of CHASON which will not exceed $5,000 annually as paid to CHASON 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 several legal matters being reviewed by CHASON, it has come to the attention of the County Administrator that the engagement of CHASON's professional legal services will exceed $5,000 annually requiring the COMMISSION to approve a contract with CHASON consistent with COMMISSION Policy 8.12; and

WHEREAS, CHASON 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 CHASON to provide professional legal services in the review, in the COMMISSION's interest, of a myriad of legal issues affecting the COMMISSON and as assigned by the County Administrator including, but not limited to, the acquisition of Live Oak Landing, Local Baldwin County Oil and Gas Legislation, and 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 CHASON at the rate of Two Hundred and Twenty-five Dollars ($225.00) per hour for any and all services rendered and the COMMISSION shall reimburse CHASON for any and all reasonable out-of-pocket expenses incurred.

3. CHASON 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 immediately terminated by written notice issued by either party to the other at any time.

6. CHASON 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 4th day of September, 2012.

ALLAN R. CHASON, CHASON & CHASON, P.C.

Allan R. Chason, Sec/Treas

Allan R. Chason, 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 Baldwin County in said state, hereby certify that, ALLAN R. CHASON, 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 for and as an act of Chason & Chason, P.C., on the day the same bears date.

Given under my hand and seal this the 29 day of August, 2012.

Susan C. Smith

NOTARY PUBLIC
My Commission Expires: 08/03/2013

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said Baldwin 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 an act of said Baldwin County Commission on the day the same bears date.

Given under my hand and seal this the 4th day of September, 2012.

NOTARY PUBLIC
My Commission Expires: 2-9-2016