



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

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 & DENEGRÉ, 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”).

W I T N E S S E T H :

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

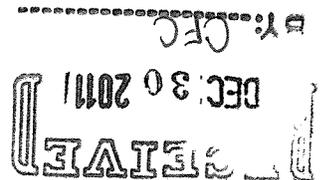
WHEREAS, COMMISSION Policy 8.12 sets forth certain requirements related to the engagement of professional services, as well as other services, to the COMMISSION; and

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.

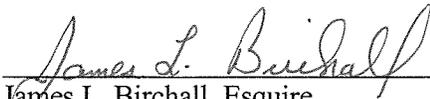
6. This AGREEMENT may be terminated by written notice issued by either party to the other at any time.

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 & DENEGRE, L.L.P.


James L. Birchall, Esquire

BALDWIN COUNTY COMMISSION


Robert E. James, As Its Chairman



NOTARY PAGE TO FOLLOW

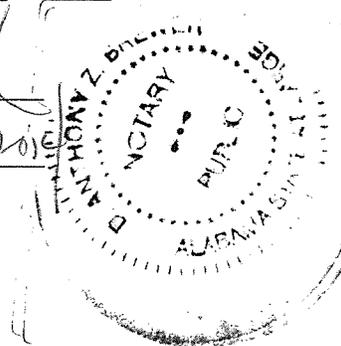
STATE OF ALABAMA)

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: 2-9-2015



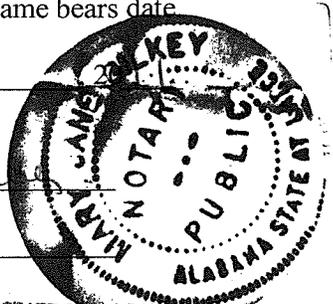
STATE OF ALABAMA)

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 AT LARGE
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,

A handwritten signature in cursive that reads "Jim".

James L. Birchall

JLB/mg

Enclosure

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

{BH11287.1} JONES, WALKER, WAECHESTER, POTTEVENT,
CARRÈRE & DENÈGRE L.L.P.