



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

April 4, 2017

Mr. James T. Birchall
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5TH Avenue North
Birmingham, Alabama 35203-2119

RE: Professional Services Agreement

Dear Mr. Birchall:

The Baldwin County Commission, during its regularly scheduled meeting held on April 4, 2017, approved and authorized me, as Chairman, to execute a *Professional Services Agreement* between the Commission and Bradley Arant Boult Cummings LLP (Mr. James T. "Lee" Birchall) related to legal research assistance and warrant issuances. This *Agreement* is effective on April 4, 2017, and may be terminated at any time by written notice of either party.

Enclosed are **fully executed copies** of the *Engagement Letter* and the *Professional Services Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Kimberly Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,

T. CHRISTOPHER ELLIOTT, Chairman
Baldwin County Commission

TCE/met Item BD1

cc: Kimberly Creech

ENCLOSURE(S)

James T. "Lee" Birchall
lbirchall@bradley.com
205.521.8119 direct

March 22, 2017

VIA ELECTRONIC MAIL

Baldwin County Commission
Kim Creech, Clerk - Treasurer
322 Courthouse Square
Bay Minette, Alabama 36507

Dear Kim:

Thank you for asking Bradley Arant Boult Cummings LLP ("Bradley" or "us") to serve as counsel to you on your warrant financings and related public finance matters and advice (the "Work"). This letter confirms our engagement and describes the basis on which we will provide our legal services in connection with the Work. If at any time you have questions or there is some action on our part that will better suit your needs, please let us know. We want you to be fully satisfied with the legal services we provide.

Client. Our client in this matter will be Baldwin County Commission (the "Commission" or "you"). Unless we agree otherwise in writing, persons and entities related to you or sharing your interests are not our clients. As your counsel, we will prepare all documentation necessary to issue the various debt obligations of the Commission, the unqualified opinion of bond counsel respecting matters such as validity, tax-exempt status and related elements of your financings, and such other agreements, documents and materials as shall be required for the Work. The scope of our representation may be limited or expanded at your request from time to time, provided that any substantial expansion must be agreed to by us. You understand that we are not your general counsel and that the acceptance of this engagement does not involve representation of related entities, and our representation of you is limited to the matter described in this letter.

Scope of Engagement. The scope of our engagement and duties to you will relate solely to the Commission and our work on the Financing as described above. Our acceptance of this engagement does not mean we represent you or your interests in other matters. Any expansion of our scope of work in this matter, and any representation of you in other matters, will be set forth in a separate letter or agreement. If we undertake to represent you in other matters without specific terms of engagement, the terms of this letter will apply.

Advice about Possible Outcomes. During the course of our representation, we may advise you about various courses of action or results that might be obtained. That advice will be based on the information and circumstances known to us at the time. You should not regard our advice as a promise of what may happen in the future or a guarantee of future results.

Fees, Costs and Staffing. You will be charged the same fee that you would be charged at Jones Walker LLP. In this regard hourly work will be billed at the rate of \$275/hour. For elements of the Work that constitute the issuance of Warrants, we will follow the schedule that you previously followed while I was at Jones Walker, a copy of which is attached. In addition to our legal fees, we will bill you for typical miscellaneous costs and expenses we incur on your behalf or in the course of our representation.

Invoicing and Payment for our Services. As was my practice at Jones Walker, for financings we will not bill you except upon conclusion of the transaction. For hourly work we will send invoices on a monthly basis.

Conflicts of Interest. As we have discussed, we are a large law firm, and we represent many other companies and individuals in a variety of matters. From time to time we are called upon to work on legislative and other initiatives that are not specific to any municipality but impact local taxation on a state-wide basis. We also have a fairly large economic development practice and state and local tax practice. It is possible that during the time we are representing you, some of our present or future clients (including on economic development and state and local tax matters) may have transactions or disputes with you. You have agreed that Bradley may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to our work for you (or legislative matters), even if the interests of such clients in those other matters are directly adverse to you or a related entity, and even if such representations would be simultaneous. This would apply, without limitation, to economic development and state and local tax matters. We agree, however, that your prospective consent to conflicting representations will not apply in an instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other client of ours, could be used in any such other matter by such other client to your material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information. Please know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

As you may be aware, last year several Bradley attorneys represented Community Health Systems ("CHS") in meeting with representatives of the County, along with the City of Orange Beach and the City of Gulf Shores (the "Local Municipalities"), regarding the availability of public incentives (the "Incentives") to help pay the costs of a major replacement hospital (the "Replacement Hospital") to be located by CHS within the County. While this matter is no longer active, I would like to bring to your attention that should CHS and the County determine to revisit the Incentives discussions for the Replacement Hospital, our firm would continue to represent CHS and not the County, and your advance waiver provided above would cover this matter should it come to pass. Please be advised that, even if CHS were not a client of our firm, I would still not be able to represent you on the Incentives because I already represent the Local Municipalities noted above, and vice-versa.

Termination of Engagement. You may terminate our engagement at any time by written notice. Likewise, Bradley may also terminate this engagement at any time by written notice, subject to applicable rules of professional conduct. In the event we terminate our representation, we will take such steps as are reasonably practicable to protect your interests in the Work, and you agree to take all steps necessary to free us of any obligation to perform further.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation will conclude when we complete the specific services you have retained us to perform. At your request, we will return your papers and property to you upon our receipt of final payment. We will retain our own files pertaining to the matter, including, for example, firm administrative records, internal lawyers' work product such as drafts, notes, internal memoranda and legal and factual research.

Please retain all documents that we send you in accordance with your own records retention practices. All documents we retain will be transferred to the person responsible for administering our records retention program at the end of our representation. Unless we agree otherwise, documents and other materials we retain may be destroyed or disposed of within a reasonable time after termination or conclusion of this engagement.

Post-Engagement Matters. You are engaging Bradley to provide legal services in connection with the Work. After the matter concludes, we may inform you from time to time of developments and changes in the law that might interest you, by newsletter or otherwise. These communications, however, do not create a new attorney-client relationship.

After this matter is concluded, changes in law or circumstances may occur that could impact your future rights and liabilities. Unless you specifically engage us to provide advice on matters arising in the future, we have no continuing obligation to advise you with respect to future developments.

Please sign a copy of this letter and return it to me. While we prefer to have a signed copy of this letter in our file before beginning work on this matter, we will begin work earlier if circumstances require. Accordingly, our performance of services with your knowledge will be deemed your consent to the terms of the letter unless we hear from you to the contrary. We look forward to continuing our work on this matter.

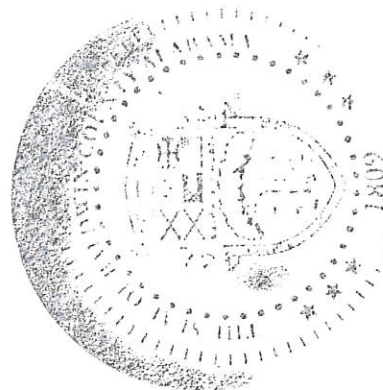
Bradley Arant Boult Cummings LLP

By: Lee Birchall
Lee Birchall

ACCEPTED:

Baldwin County Commission

By: T. J. S. S.
Title: Chairman



STATE OF ALABAMA)
COUNTY OF BALDWIN)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") is made and entered into by and between BRADLEY ARANT BOULT CUMMINGS LLP ("BRADLEY ARANT"), related to the professional legal services of Mr. JAMES T. BIRCHALL ("MR. BIRCHALL"), a partner at BRADLEY ARANT, 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 MR. BIRCHALL 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 in remaining in compliance with applicable law related to Alabama county commissions seeking warrant financing and other related matters involving Alabama state law, federal tax law and federal municipal securities regulations; 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, to be provided by MR. BIRCHALL and BRADLEY ARANT to the COMMISSION, will exceed \$5,000 annually requiring the COMMISSION to approve a contract with BRADLEY ARANT consistent with COMMISSION Policy 8.12; and

WHEREAS, MR. BIRCHALL 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 BRADLEY ARANT to provide professional legal services related to warrant financing issues and other related

matters as may be referred to MR. BIRCHALL by the County Attorney in his discretion.

2. With respect to warrant-financing, the COMMISSION shall pay BRADLEY ARANT in accordance with a Bond Counsel Fee Schedule, as follows:

Warrant Issue Size	Maximum Fee
\$1,000,000 or less	\$5,000
1,000,001 to \$5,000,000	9,500
\$5,000,001 to \$10,000,000	15,000
\$10,000,001 to \$15,000,000	25,000
\$15,000,001 to \$20,000,000	35,000
\$20,000,001 to \$25,000,000	45,000
\$25,000,001 to \$35,000,000	50,000
\$35,000,001 to \$45,000,000	65,000
\$45,000,001 to \$55,000,000	75,000
\$55,000,001 and above	To be Determined by the Parties

3. With respect to other matters referred to MR. BIRCHALL by the County Attorney, the COMMISSION shall thereafter pay BRADLEY ARANT 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 BRADLEY ARANT for any and all reasonable out-of-pocket expenses incurred.
4. BRADLEY ARANT shall serve at the pleasure of the COMMISSION and in accordance with BRADLEY ARANT'S engagement letter.
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. BRADLEY ARANT 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 ___ day of April, 2017, with full authority so to do.

BRADLEY ARANT BOULT CUMMINGS LLP


James T. Birchall, Esquire

Attest:

BALDWIN COUNTY COMMISSION


Ronald J. Cink
County Administrator/Budget Director


T. Christopher Elliott 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, T. Christopher Elliott 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 April, 2017.

Anne Gentry
NOTARY PUBLIC

My Commission Expires:
October 12, 2019

My Commission Expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, JAMES T. 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 Given under my hand and seal this the same bears date.

Given under my hand and seal this the 22nd day of March, 2017.

Darla H. Burbank
NOTARY PUBLIC

My Commission Expires: _____

DARLA H. BURBANK
My Commission Expires
October 28, 2019