



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. GRUBEN

July 3, 2018

Mr. Rick Reeves
1906 North Armenia Avenue
#313
Tampa, Florida 33607

RE: Professional Services Agreement for One (1) Historical Painting of the Battle at Historic Blakeley State Park

Dear Mr. Reeves:


The Baldwin County Commission, during its regularly scheduled meeting held on July 3, 2018, authorized me, as Chairman, to execute an *Agreement for Professional Services* between the Commission and you, to produce one (1) historical painting of the Battle at Fort Blakeley. The term of this *Agreement* is for nine (9) months, commencing on July 3, 2018, and expiring on April 4, 2019, or upon written notification thereof received by either party.

The cost of the painting is \$10,000.00, with \$3,000.00 down, and the remaining \$7,000.00 will be paid when the approval, delivery and installation are complete and delivered to Baldwin County Commission. Baldwin County Commission's cost will be \$10,000.00.

Enclosed is the **original Agreement**. Please execute and return the *Agreement* to this office to the attention of Anu Gary, Administration/Records Manager. A **fully executed copy** of the *Agreement* will be returned to you for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0395 or Felisha Anderson, Archives Director, at (251) 580-2572.

Sincerely,



FRANK BURT, JR., Chairman
Baldwin County Commission

FB/met Item BC1

cc: Felisha Anderson
Ron Cink

ENCLOSURE

services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that he is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as he deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of the painting, documents, work and deliverables produced hereunder and all copyright or other intellectual property rights in the painting, documents, work and deliverables produced hereunder and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use the painting, documents, work and deliverables produced hereunder for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Rick Reeves
1906 N. Armenia Avenue # 313
Tampa, Florida 33607

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall encompass:

Production of one historical painting of The Battle at Historic Fort Blakeley for the Alabama 200 Bicentennial celebration with a designated theme, meticulously researched and professionally executed as described "Exhibit A" hereto, which Exhibit is expressly incorporated herein.

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and

subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per "EXHIBIT A". Said compensation shall be all inclusive.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective for nine (9) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of nine (9) months. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage and intellectual property claims of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with one (1) original.

XXVI: Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies,

shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

BALDWIN COUNTY COMMISSION

By: _____ / _____
FRANK BURT, JR., Date
As Its: Chairman

ATTEST:

By: _____ / _____
RONALD J. CINK Date
As Its: County Administrator

NOTARY AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, FRANK BURT, JR., whose name as Chairman of Baldwin County Commission, and RONALD J. CINK, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires

PROVIDER:
Rick Reeves

RICK REEVES / Date

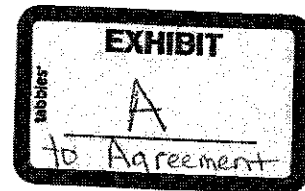
As Its _____

State of _____)
County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that RICK REEVES, an Illustrator/Artist, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the _____ day of _____, 2018.

Notary Public
My Commission Expires



RICK REEVES

ILLUSTRATOR / ARTIST

1906 N. Armenia Avenue, #313
Tampa, Florida 33607

rickreevesstudio.com

TELEPHONE: 813.784.8921 EMAIL: rick.reeves7@icloud.com

PROPOSAL
March 21, 2018

BADWIN COUNTY BICENTENNIAL COMMISSION
c/o Claudia Campbell, (251)533-9024
Mike Bunn, (251)626-0798

I am bidding for the job of painting an oil painting of the Battle for Fort Blakeley, AL to celebrate the bicentennial of Alabama. The painting would be alkyd oil on stretched canvas, 40x60", unframed. The subject would be Cockrell's Missouri Troops defending Redoubts 3 and 4 during the Battle of Ft. Blakeley. The price of the painting and delivery to you would be \$10,000.

A down payment of \$3000 would be made at the beginning of the project with final payment (\$7000) at completion and delivery to Ft. Blakeley.

I would turn over copyrights of the image to the commission/park for use of them making prints for sale and to use in any park material or promotions. I would also advise on print sales to raise money for the painting or for the park.

Nothing is written in stone so I want to let you know I am flexible and would be open to any ideas you may have. I consider it an honor to do this project with you. My family has a history in Alabama, some with the battle itself

Best Regards,

RICK REEVES
Artist