



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

MONICA E. TAYLOR
Assistant Records Manager

May 17, 2017

Ms. Susan Andrews
2200 US Highway 98
PMB 230
Daphne, Alabama 36526

RE: Renewal of Professional Services Contract with Susan Andrews for the Provision of Court Reporting Services for the Baldwin County Commission

Dear Ms. Andrews:

Please find enclosed a **fully executed original** *Contract for Professional Services* approved during the May 2, 2017, Baldwin County Commission meeting between the Commission and you for the provision of court reporting services for a thirty-six (36) month period, commencing May 2, 2017, and expiring May 2, 2020, superseding any prior contracts currently in effect for the provision of court reporting services, with compensation to be provided for services rendered as follows:

A per diem rate of \$106.25 per meeting attended and \$3.62 per full-size page of the transcript actually created (including original and one copy, condensed and Ascii) with compensation all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expenses associated with those directly engaged in performance of the requested services.

The monthly amount paid to you is based on the number and length of various meetings you will attend. Funds will come from various departments' budgets, as they utilize the court reporting services.

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

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BA2

cc: Anu Gary
Ron Cink

ENCLOSURE

RECEIVED
MAY 10 2017
BY: *AKG*

STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services is made and entered into by and between the County of Baldwin (hereinafter called "County") acting by and through its governing body, the Baldwin County Commission, and Susan Andrews (hereinafter referred to as "Provider").

WITNESSETH:

WHEREAS, the Alabama Legislature passed Act No. 2005-40 entitled as the "Open Meetings Act" (OMA), imposing requirements upon governmental entities to record all meetings of governmental bodies and their respective sub-committees; and

WHEREAS, the Baldwin County Commission, and the Divisions thereof, regularly meet and deliberate during meetings commonly known as Work Sessions, and thereby requiring that an accurate record be made of such meetings and then made reasonably available to the general public; and

WHEREAS, the Baldwin County Planning and Zoning Commission regularly meets and deliberates, during both regularly-scheduled and other meetings, thereby requiring that an accurate record be made of such meetings and then made reasonably available to the general public; and

WHEREAS, Baldwin County Planning and Zoning Boards of Adjustment regularly meet and deliberate, during both regularly-scheduled and other meetings, and thereby requiring that an accurate recording be made of such meetings and then made reasonably available to the general public; and

WHEREAS, the Baldwin County Commission and its instrumentalities and affiliated entities, including without limitation, the Baldwin County Public Building Authority, the Road and Bridge Division, the Industrial and Civic Division, the Eastern Shore Metropolitan Planning Commission (MPO) and the Baldwin County Personnel Appeals Board, conduct other meetings and proceedings which require accurate records, as well as depositions involving County legal matters; and

WHEREAS, the County finds that the most efficient and effective manner to satisfy the recording requirements of the OMA and otherwise, and to provide a resulting product most beneficial to the general public, is to procure the services of a skilled court reporter during the said meetings; and

WHEREAS, the Provider has expressed her willingness and is capable of providing such services; and

WHEREAS, County and Provider now wish to, and do hereby, enter into this Contract for the provisions of said services subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, Provider and County do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - (i) COUNTY: Baldwin County, Alabama
 - (ii) COMMISSION: Baldwin County Commission
 - (iii) PROVIDER: Susan Andrews
 - (iv) SPECIAL MEETINGS: As defined by the OMA.
 - (v) MEETING: As defined by the OMA.
- II. Obligations Generally. The County hereby retains, and the Provider agrees to perform for the County, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of Provider. Provider shall immediately commence performance of the professional services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely and consistent manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the Provider represents and warrants to the County that she possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The County neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

- VI. Representation/Warranty of Certifications, Etc.** Provider represents and warrants that Provider is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that Provider shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The Provider shall convey to the County a copy of the Provider's current and valid Court Reporter Certification/License issued by the Alabama Board of Court Reporting, which is **Exhibit "A"** to this Contract. Provider further represents and warrants that neither Provider's execution of this Contract nor her provision of the services hereunder constitutes a breach of, or otherwise affects, any non-compete or similar agreement or contract which Provider may have with any other person or entity.
- 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 she 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 her own means and methods, as she 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 without the prior written consent of the County, which may be withheld or granted in the sole discretion of the County.
- XIV. Ownership of Documents/Work.** The County shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced 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 such information 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:

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

PROVIDER: Susan Andrews
2200 US Highway 98, PMB 230
Daphne, AL 36526

XVI. Services to be Rendered. Provider is retained by the County as a professionally-qualified court reporter. The general scope of work for the services are set out at **Exhibit "B"** hereto, and will further encompass:

- i) Unless otherwise indicated, the Baldwin County Administration/Records Manager is designated as the County representative for purposes of administering this Contract for County, and Provider shall report all matters relating to this Contract and Provider's obligations hereunder directly to the Administration/Records Manager or as she may otherwise direct from time to time. Provider will provide ongoing communications with County, by and through the Baldwin County Administration/Records Manager, regarding this service, including updates, emails and etc. as requested. Additionally, Provider will meet with County as needed or requested.
- ii) Provider is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- iii) Provider represents and warrants that her 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.
- iv) Provider shall attend, stenographically record, and account for exhibits at the following meetings and proceedings, unless otherwise instructed by the Baldwin County Administration/Records Manager, and according to the following terms:
 - a) All regularly-scheduled Baldwin County Planning Commission (P&Z) Meetings, or any other specially-called P&Z meetings which may be called from time to time. All such meetings may be held either within the Baldwin County Central Annex Building in Robertsedale, AL and/or at other locations as designated and noticed by the P&Z Commission from time to time.
 - b) All regularly-scheduled Baldwin County Planning and Zoning Boards of Adjustment Meetings, or any other specially-called Boards of Adjustment meetings which may be called from time to time. All such meetings may be held

either within the Baldwin County Central Annex Building in Robertsdale, AL and/or at other locations as designated and noticed by the Boards of Adjustment from time to time.

c) All regularly-scheduled Baldwin County Commission Work Sessions, or any other specially-called County Commission meetings which may be called from time to time. All such meetings may be held either within the Baldwin County Administration Building in Bay Minette, Alabama and/or at other locations as designated and noticed by the Baldwin County Commission from time to time.

d) Such other meetings or proceeding as may be directed by the Baldwin County Administration/Records Manager, including without limitation Public Building Authority meetings, Road and Bridge Division meetings, Industrial and Civic Division meetings, Eastern Shore Metropolitan Planning Organization (MPO) meetings and Baldwin County Personnel Appeals Board meetings, as well as depositions involving County legal matters.

v) The Provider shall be responsible for coordinating times and locations of all meetings contemplated herein with the Baldwin County Administration/Records Manager.

vi) Provider shall create a printed transcript of all recorded meetings, with all related exhibits attached thereto or otherwise appropriately accounted for. The original and copy transcripts created and provided by Provider shall be subject to the following standards:

- Maximum 1 inch margins on top, bottom and sides; and
- Font size (or character spacing) of 11, with 28 lines per page; and
- Standard five (5) space paragraph indentions; and
- Provider's name may appear on each transcript page; provided, however, that all requirements herein are satisfied; and
- Notwithstanding any provision in this subpart to the contrary, the "travel copy" transcript referenced hereinbelow shall have four (4) transcript pages per each physical page.

- vii) Provider shall deliver to the Baldwin County Administration/Records Manager, within seven (7) calendar days of the respective meeting, the original transcripts in a reduced format (travel copy) , and a traditional full size format, in PDF format via electronic mail and two traditional full size transcripts in paper format (one (1) original and one (1) copy). If the Provider is requested by the Administration/Records Manager to deliver a transcript of any meeting or proceeding sooner than within seven (7) calendar days of the respective meeting or proceeding, the Provider shall be notified of such timeline by the Administration/Records Manager, prior to said meeting date, by email or telephone, and the Provider shall meet said timeline as set forth by the Administration/Records Manager.
- viii) In the event Provider will not attend any meeting or proceeding as set out herein, for any reason whatever, Provider shall notify, by telephone and email, the Baldwin County Administration/Records Manager, immediately upon becoming aware of the anticipated absence, and in no event shall Provider fail to give such notice less than three (3) business days prior to the meeting or proceeding at which her absence is anticipated. Provider shall cooperate, as requested by the Baldwin County Administration/Records Manager, in efforts to secure a qualified replacement court reporter in such instances, and shall bear any and all expenses and/or costs associated therewith to the extent the same exceeds the amount of compensation which would have been payable to Provider for such meeting or proceeding hereunder. PROVIDED: Neither this provision, nor any other provision in this Contract, shall be deemed to limit or otherwise affect Provider's undertaking herein to provide services for all meetings and proceedings as directed by the Baldwin County Administration/Records Manager, nor Provider's undertaking at paragraph IV above concerning Provider's adequate professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

XVII. General Responsibilities of the County.

- i. 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.

- ii. The County shall pay to Provider the compensation subject to the terms set out herein.

XVIII. Termination of Services. The County may terminate this Contract, with or without cause or reason, by giving fifteen (15) days written notice of such to the Provider. Upon receipt of such notices, Provider shall discontinue her work to the extent specified in the notice. Provider may terminate this Contract, with or without cause or reason, by giving thirty (30) days written notice of such to the County.

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.

In the event that the Provider does not convey the County a renewed, current and valid Court Reporter Certification/License by October 1st of each calendar year, or if the Provider is no longer in good standing with the Alabama Board of Court Reporting, thus resulting the Court Reporter Certification/License to be expired without renewal or the Court Reporter Certification/License being revoked for any reason, this agreement shall be immediately terminated.

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.

The County makes no guarantee or representation of the volume or either the minimum or maximum number of meetings or proceedings necessary to be recorded by the Provider during and under the terms of this Contract. Further, as this is not an exclusive service Contract, the parties acknowledge and agree that County may retain other court reporters for purposes of any meetings or proceedings hereunder, and shall not be liable for any payment to Provider in relation to such meetings or proceedings, at the County's sole discretion.

XX. Direct Expenses. Compensation to Provider for services shall be paid at a per diem rate of One Hundred Six and 25/100 Dollars (\$106.25) per meeting attended and Three and 62/100 Dollars (\$3.62) per full-size page of the transcript actually created (including original and one (1) copy, Condensed and Ascii). Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. Provider shall submit invoices to the County for payment for work actually 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 supersede and make null and void any prior contract presently in effect by and between the County and the Provider. This Contract shall be effective and commence on May 2, 2017, and the same shall terminate upon either the expiration of thirty-six (36) months therefrom or upon a written notification as provided for herein. 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. Choice of Law. The parties acknowledge and agree that this Contract shall be construed, interpreted and enforced for all purposes, including without limitation the nature and availability of remedies, by the laws of the State of Alabama, without giving effect to Alabama conflict of laws.

XXV. Number of Originals. This Contract shall be executed with two (2) originals, all of which are equally valid as an original.

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

County:

Attest:

T. Christopher Elliott / 5-16-17
T. Christopher Elliott Date
Chairman

Ronald J. Cink / 5-16-17
Ronald J. Cink Date
County Administrator/Budget Director

State of Alabama)
County of Baldwin)

I, Keri Green, a Notary Public in and for said County, in said State, hereby certify that T. Christopher Elliott, Chairman of the Baldwin County Commission, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, he executed the same with full authority to do so.

Given under my hand and official seal, this the 16 day of May, 2017.

Keri Green
Notary Public 11-23-2009

Provider:

Susan Andrews / 5-9-17
Susan Andrews Date

State of Alabama)
County of Baldwin)

I, Kimberley J. Nelson, a Notary Public in and for said County, in said State, hereby certify that Susan Andrews, an individual whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, she executed the same with full authority to do so.

Given under my hand and official seal, this the 9 day of May, 2017.

Kimberley J. Nelson
Notary Public

My Commission Expires:
February 17, 2021


Alabama Board of Court Reporting

*This Certifies That In Conformity With
The Provisions of Sections 34-8B-1-18, et seq.,
Code of Alabama (1975), and
Rules and Regulations Of The Board That*
Susan Raye Andrews
Is duly licensed as a
Certified Court Reporter

License Number: 287

Issue Date: 10/01/2016

Expiration Date: 09/30/2017


Executive Director

SCOPE OF SERVICES

The Court Reporter records, for transcription purposes, proceedings of the following to include, but not be limited to: formal and informal meetings of the Baldwin County Commission Work Session, Road and Bridge Division, Industrial and Civic Division, Special meetings of the Baldwin County Commission, all Baldwin County Planning and Zoning affiliated meetings including the Boards of Adjustments, Public Building Authority meetings, Eastern Shore Metropolitan Planning Organization (MPO), Baldwin County Personnel Appeals Board meetings, depositions, and any other special meetings on request. This individual is responsible for creating an accurate transcript from these meetings, and submitting the original transcripts, which will be in a reduced format (travel copy) and a traditional full size format, in PDF format via electronic mail to the Records Manager, for review, for the Baldwin County Commission within seven (7) calendar days of the respective meeting.

Domains of Service

A. Recording and Transcription

1. Responsible for recording meeting proceedings of the following: Baldwin County Commission Work Session, Road and Bridge Division, Industrial and Civic Division, Special meetings of the Baldwin County Commission, all Baldwin County Planning and Zoning affiliated meetings including the Boards of Adjustments, Public Building Authority, Eastern Shore Metropolitan Planning Organization (MPO), Baldwin County Personnel Appeals Board, depositions, and any other special meetings on request and correctly transcribing into a written format.

B. Filing and Records Management

1. File all transcripts with the Records Manager for the Baldwin County Commission as they are completed.
2. File any audio recordings, not linked to the County's server, with the Records Manager for the Baldwin County Commission as they are completed.

Alabama Board of Court Reporting

*This Certifies That In Conformity With
The Provisions of Sections 34-8B-1-18, et seq.,
Code of Alabama (1975), and
Rules and Regulations Of The Board That*

Susan Raye Andrews

Is duly licensed as a

Certified Court Reporter

License Number: 287

Issue Date: 10/01/2017

Expiration Date: 09/30/2018


Executive Director

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