

**STATE OF ALABAMA
COUNTY OF BALDWIN**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") made and entered into by and between the DSD Services Group, LLC, a limited liability corporation organized and existing under the laws of the State of Alabama and doing business as "DSD Services Group" ("CONSULTANT"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama ("COMMISSION") as follows:

WHEREAS, COMMISSION Policy 8.12 only allows the County Engineer to engage the professional services of CONSULTANT which will not exceed \$5,000.00 annually as paid to CONSULTANT by the COMMISSION without an approved contract; and

WHEREAS, the COMMISSION is the only entity that can approve contracts; and

WHEREAS, due to the breadth and complexity of restoration activities associated with environmental and economic programs and agencies involved with the Deepwater Horizon oil spill, and,

WHEREAS, the COMMISSION'S role as voting member of the Alabama Gulf Coast Restoration Council (the "Alabama Council" or "AGCRC"), an unincorporated organization established by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "Act") as set forth in 33 USC § 1321(t)(I)(F)(i)(I), will involve significant coordination, communication, liaison, and planning for use of restoration funding from multiple sources; and,

WHEREAS, the COMMISSION recognizes a need for Consulting Support in the form of Specialized Professional Services related specifically to RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities, it has come to the attention of the County Engineer that the engagement of CONSULTANT'S professional services will exceed \$5,000.00 annually requiring the COMMISSION to approve a contract with CONSULTANT consistent with COMMISSION Policy 8.12; and

WHEREAS, CONSULTANT is engaged in the business of project and program management and planning consultation with regard to public-private coordination of capital economic and environmental projects, programs, and master plans; and,

WHEREAS, CONSULTANT has been engaged since April 2010 and developed unique professional experience with activities involving the Deepwater Horizon oil spill and restoration activities; and,

WHEREAS, CONSULTANT agrees to provide his unique capacity in professional program management services relative thereto and as set forth herein.

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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:

I. The COMMISSION does hereby engage CONSULTANT to provide professional services in the COMMISSION's interest, as follows:

The Scope of Services for Consulting Support – Specialized Program Management Services related to RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities includes, but may not be limited to:

1. Monitoring activities and events,
2. Representation at meetings, telephone conferences, briefings,
3. Liaison & Intergovernmental Affairs,
4. Consultation regarding programs; science, technologies and procedures; project relationships, readiness and status; regulatory requirements and guidelines,
5. Support the Chairman, Baldwin County Commission's seat on the Alabama Council as a dedicated point of contact and liaison to support planning and implementation of AGCRC restoration-related projects and programs,
6. Subject-matter content support for grant development and public communications as may be needed or requested,
7. Providing reports as needed or requested to the Baldwin County Commission and other involved parties on developing situations and issues related to this contract's principal subject, and
8. Other tasks as may be assigned.

II. The COMMISSION shall compensate CONSULTANT for any and all services rendered, as follows:

A. CONSULTANT shall perform its services as proposed on a "*Time & Materials*" basis using Standard Fees and Rates schedule included within this Agreement. Services shall be invoiced monthly. With a start date of _____, 2020 (actual date to be established by and between all parties), consulting support services shall carry forward through an estimated TWELVE (12) MONTH effort ending _____, 2021, with the option to extend the contract another 12 MONTHS to _____, 2022, said option to be executed by the Chairman, Baldwin County Commission. During each service period it is estimated that no more than TWENTY FIFTY (25) man-hours will be expended per month, and that monthly man-hour limit shall not be exceeded without CONSULTANT notifying COMMISSION, who shall provide approvals for any renewals and/or man-hour increases via written communication, such written communications being letter, fax, email, or telephonic text message.

B. Manhours will be based upon CONSULTANT's services performed within the Scope of Services or as negotiated for other tasks as may be assigned.

C. Estimated MONTHLY MAXIMUM Basic Fees for Basic Services in Scope of Work (excepting unknown Other Tasks as assigned): **TWO THOUSAND DOLLARS and NO CENTS (\$2,000.00).**

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D. Elements within the Scope of Services are considered Basic Services, with the exception of any potential tasking involving sub-consulting support as may possibly occur within “Other Tasks as Assigned”.

1. Basic Services shall be performed and invoiced at the Basic Fees hourly rate. For “Other Tasks as Assigned”, COMMISSION and CONSULTANT shall discuss and agree upon additional tasking and estimated effort involved to accomplish tasking. Written communications and tasking authorization shall provide basis for contract modifications to be executed as applicable.

2. This Agreement is established on a “*not to exceed without Client authorization*” limit. Additional tasking at Client’s request shall not be undertaken without estimating its cost, and if that cost will incur exceeding the agreed upon limit, written authorization to proceed will be required before incurring effort.

3. For monthly and contractual budgeting purposes, CONSULTANT’s ongoing services shall not incur fees, costs, or expenses beyond the MONTHLY Estimated Basic Fees limit of **\$2,000.00** without Client’s written authorization.

E. Basic Fees for Basic Services in Scope of Work, hourly rate: \$80/hr. Travel Time for Out of Area Travel is not concurrently calculated and is billed at a separate rate.

F. Travel Time on Out of Area Travel (more than 300 miles from I-10 Exit 35, Daphne, Alabama) as a function of Basic Fees for Basic Services: \$360.00 per 12 hour travel day, billed at 1/4 day increments.

G. All reasonable pre-approved expenses as determined by the County Engineer.

H. Expressly Excluded:

1. Auto mileage is not billed to the COMMISSION.

2. Legal Consultation and Professional Design (Architectural or Engineering) Services are expressly excluded from subordinate offerings with this proposed contract. The Client will arrange for any required professional legal, design engineering or architectural services. If requested by Client, and to the limits of standards of practice and legal confidentiality, Consultant will assist in selection, developing scope of work, negotiating fees and coordinating work efforts of professional legal, engineering or architectural design services.

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I. All expenses invoiced for reimbursement will be documented with copies of receipts of purchase or sub-consultant invoices.

J. Payment for Services Rendered: Basic Services will be paid to Consultant as follows:

1. Monthly invoicing for Fees incurred. Invoices may be delivered in person, by U.S. Mail, or in electronic mail using pdf format documents.

2. Payment for Services Rendered and Reimbursables is due within thirty (30) days of invoice receipt.

K. CONSULTANT shall not subcontract for professional legal, engineering and/or architectural design, or other like services.

L. CONSULTANT agrees that billings to the COMMISSION for services under this Agreement during the initial term of this Agreement will not exceed TWENTY-FOUR THOUSAND AND NO/100 dollars (\$24,000.00) without prior notification to and the written consent of the COMMISSION. CONSULTANT agrees that reimbursable expenses authorized under the initial term of this Agreement shall not exceed FIVE HUNDRED DOLLARS (\$500.00) without prior notification and the written consent of the COMMISSION.

III. This Agreement shall be subject to cancellation or termination by either party upon thirty (30) days' written notice to other. In the event of such cancellation or termination, the COMMISSION shall be liable only for payment for such services rendered, allowable expenses incurred, or both, prior to the effective day of the cancellation or termination, and in reciprocal effect CONSULTANT shall reimburse COMMISSION for paid expenses or fees in excess of specific services rendered, allowable expenses incurred, or both, prior to the effective day of the cancellation or termination.

IV. Notwithstanding any of the provisions of this Agreement, it is agreed that COMMISSION has no financial interest in the business of CONSULTANT and shall not be liable for any debts or obligations incurred by CONSULTANT, nor shall COMMISSION be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of CONSULTANT, or in the sums earned or derived by CONSULTANT, nor shall CONSULTANT at any time or times use the name or credit of COMMISSION in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

V. CONSULTANT shall serve at the exclusive pleasure of the COMMISSION.

VI. The effective date of this AGREEMENT shall be when the Chairman of the COMMISSION places his signature thereon.

VII. CONSULTANT shall perform all of his professional services under this Agreement as an independent contractor and not as an employee of the COMMISSION

VIII. CONSULTANT acknowledges that its identity and peculiar capacity to provide the

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services described hereinabove constitute a material consideration for COMMISSION having entered into this Agreement. Therefore, CONSULTANT shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of COMMISSION.

IX. CONSULTANT hereby agrees to comply strictly with all ordinances of the County of Baldwin, Alabama, the laws of the State of Alabama and laws of the United States while performing its obligations under the terms of this Agreement.

X. CONSULTANT agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

XI. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon by the parties. This Agreement shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

XII. This Agreement comprises the entire agreement concerning the provision of services and fees and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binding unless approved in writing by CONSULTANT and COMMISSION.

XIII. CONSULTANT's services do not constitute legal, engineering or architectural services. Assessments of information provided by others are limited to the accuracies originally presented or published. No guarantee is made regarding the accuracies of information prepared, presented or published by others and obtained through open sources.

XIV. With written consent of the COMMISSION regarding specific materials, images, and statements, the CONSULTANT shall have the right to include representation of the Project, including photographs, among his promotional and professional materials. The CONSULTANT's material shall not include material considered by the COMMISSION to be confidential or proprietary.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the ____ day
of _____, 2020, with full authority to do so.

BALDWIN COUNTY COMMISSION

By:_____
BILLIE JO UNDERWOOD,
As Its Chairman

ATTEST:

WAYNE DYESS,
As Its County Administrator

DSD SERVICES GROUP, LLC

By:_____
DANIEL S. DEALY, Principal Manager

NOTARY PAGE TO FOLLOW

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I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, BILLIE JO UNDERWOOD, whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing Professional Services Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Professional Services Agreement, they, as such officers 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 of _____, _____

NOTARY PUBLIC

My Commission Expires:_____

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I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, DANIEL S. DEALY, whose name as Principal Manager of DSD Services Group, LLC, 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 on behalf of said limited liability company.

Given under my hand and seal this the of _____, _____

NOTARY PUBLIC

My Commission Expires:_____