

MURCHISON & NEWCOMB, L.L.C.
Attorneys At Law

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March 23, 2020

Mr. Wayne Dyess
Baldwin County Administrator
312 Courthouse Square Suite 12
Bay Minette, Alabama 36507

RE: Baldwin County Revenue Commission

Dear Mr. Dyess:

The below represents an engagement letter with the firm of Murchison and Newcomb, LLC. based upon my conversations with Commissioner Teddy Faust wanting to engage our services to represent the Baldwin County Revenue Commission Office regarding the appeal of property tax assessments by property owners and other general matters associated with the Baldwin County Revenue Commission Office. County Attorney Brad Hicks has advised that to retain my services we need to enter into an engagement letter to be executed by you and the Commission. The Alabama Bar Association also recommends that an attorney enter into a written fee agreement with their client.

This letter will be the engagement agreement for our firm to represent the Baldwin County Revenue Commission Office on matters related to the Baldwin County Revenue Commission Office, including but not limited to property tax appeals.

In consideration of our services we have agreed our billable rate will be **\$200.00** per hour for professional services rendered on matters presented to our firm by the Baldwin County Revenue Commission Office for representation. Our firm does not bill in less than 10-minute increments.

If the services of a paralegal are required, we will clear that prior to any work or billing. We will submit a bill to you approximately every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated. Our billing

statements are due and payable upon presentation and are overdue if not paid by the end of the month.

In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, court costs, survey fees, appraisal fees, publication fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. Whenever possible we will attempt to review any expenses with you prior to incurring them.

As you are aware our firm has other clients and we will conduct routine conflict checks in matters that involve individual citizens. If a conflict should arise, we will notify you of the conflict so that you may seek other representation on that matter.

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will immediately cease work on all Baldwin County Revenue Commission Office matters and seek permission to withdraw from any pending Court matter. To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

We will return to you any original documentation we may have secured from you as they are no longer needed during our representation of you. We will retain any files involving our representation of you, in a digital format, for a period of 6 years after the file is closed. At the expiration of the 6-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

If you have any questions regarding this letter or the progress of individual cases, please contact me.

I look forward to helping you with the legal matters at the Baldwin County Department of Revenue.

This agreement shall be effective February 28, 2020.

Respectfully submitted,

/s/ Judy A. Newcomb

Judy A. Newcomb

On behalf of:

Murchison and Newcomb, LLC

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Foley, Alabama 36536

(251) 955-1591

Email: info@murchisonandnewcomb.com

Acknowledged and accepted this the ____ day of _____, 2020

BALDWIN COUNTY COMMISSION

By: _____

Its: Chairman

Attest:

By: _____

Wayne Dyess

Cc: Honorable Brad Hicks

Baldwin County Attorney

Via Email: Bhicks@stonecrosby.com

Commissioner Teddy Faust

Via email: TFaust@baldwinCountyal.gov