

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Services (“Agreement”) is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama (hereinafter referred to as “COMMISSION”), and Aaron Media Services, a Sole proprietor (hereinafter referred to as the “PROVIDER”).

WITNESSETH:

WHEREAS, the COMMISSION remains committed to public access, and providing information to the public; and

WHEREAS, the COMMISSION continues to cause the production of various documentaries; and

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

1. Term. This Agreement shall be effective on April 13, 2021 and terminate upon the expiration of twelve (12) months, on April 14, 2022, with an option to renew upon agreement of both parties for up to two additional twelve (12) month periods.
2. Provider’s Services. The COMMISSION retains, and the PROVIDER agrees to perform for the COMMISSION, those professional services as set forth. PROVIDER shall immediately commence performance of the professional services outlined herein upon full execution of this Agreement. All work shall be commenced and completed in a timely manner as, herein as set out.
3. Services to be Rendered. PROVIDER is retained by the COMMISSION as a professionally qualified producer of documentaries, upon request by the Commission. The general scope of work for the services will include the following:
 - a. Recording and production of documentaries, as more fully described on “**Exhibit A**” attached incorporated herein.
 - b. Insurance Documents “**Exhibit B**”

- c. Recording and production of documentary program material in Baldwin County, Alabama, will include: municipalities, unincorporated communities, landmarks, annual area activities, festivals, reenactments, historical educational institutions, other historical activities and county department informational videos.
- 4. Compensation. Compensation to PROVIDER for work shall be paid pursuant to the terms, prices and amounts set out in Paragraph 1 of this Agreement. 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.
 - a. PROVIDER shall submit invoices to the COMMISSION for work performed. Such invoices shall be accompanied by a detailed account of compensation to be paid to the PROVIDER.
 - b. Payment shall be made by the COMMISSION within (30) days of the approval of the invoice submitted by the Provider. The COMMISSION agrees to review and approve invoices submitted for payment in a timely manner.
 - c. Any and all additional work, expenditures or expenses of PROVIDER, not listed in full within this Agreement, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COMMISSION.
- 5. Termination. The COMMISSION or PROVIDER may terminate this Agreement, with or without cause or reason, by giving thirty (30) 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 COMMISSION shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COMMISSION to be a reimbursable expense incurred pursuant to the Agreement and prior to the date of termination.

PROVIDER Representation and/Warranties. PROVIDER represents And warrants to the COMMISSION that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein. 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 PROVIDER agrees to renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through the term of this Agreement.

6. PROVIDER. Shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
7. Ownership of Documents/Work. The COMMISSION shall be the owner of all copyright or other intellectual property rights in videos, compact discs, DVDs, reports, documents and deliverables produced and paid for under this Agreement, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COMMISSION 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 COMMISSION'S prior written consent, which may be withheld or granted in the sole discretion of the COMMISSION.
8. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Agreement. PROVIDER is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION 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 it deems necessary and appropriate, in providing he services hereunder, and that the COMMISSION'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 the Agreement.
9. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COMMISSION to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER does not in any manner act on behalf of COMMISSION, and the creation of such a relationship is prohibited and void.
10. No Prohibited Exclusive Franchise. The COMMISSION neither perceives nor intends by this Agreement a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
11. Insurance. Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to the County Commission, throughout the term of hereof, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; *All liability insurance shall name the County Commission as an*

additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against the County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Commission may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing said coverage is attached hereto as “**Exhibit B**” as if fully set forth.

12. Indemnification. To the fullest extent allowed by law, PROVIDER shall indemnify, defend and hold COMMISSION and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively herein, “COMMISSION”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments and costs, and expenses including, without limitation, attorneys’ fees, for any and all personal injury (including death), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COMMISSION, arising from or related to this Agreement or the services to be provided hereunder.

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

PROVIDER: Aaron Media Services
Donald R. Visel
111 Lawson Road
Daphne, Alabama 36526

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

14. Entire Agreement. This Agreement represents the entire and integrated agreement between the COMMISSION and PROVIDER and supersedes all prior negotiations, representation, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties.

15. 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.
16. Failure to Strictly Enforce Performance. The failure of the COMMISSION to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute and shall never be asserted by PROVIDER as constitution, a default or be construed as a waiver or relinquishment of the right of the COMMISSION to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
17. Assignments. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COMMISSION, which may be withheld or granted in the sole discretion of the COMMISSION.
18. Number of Originals. This Agreement shall be executed with two (2) originals, both of which are equally valid as an original.
19. Governing Law. This Agreement and all aspects thereof, including without limitation any and all claims or actions arising therefrom or based thereon, shall be governed by the law of the State of Alabama, without regard to Alabama conflict of law principles, and any action between the parties hereto shall be brought solely into the Circuit Court of Baldwin County, Alabama.
20. Severability. 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. Attorney's Fees. Notwithstanding anything contained herein to the contrary, should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to recover damages for the breach of the terms and conditions hereof, or to respond to any matter raised by the other party, the COMMISSION shall be entitled to recover from the PROVIDER all reasonable costs, damages, and expenses, including reasonable attorney's fees, expended or incurred in connection therewith.

22. Rule of Construction. The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the Interpretation of this Agreement or any amendments or exhibits hereto.

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

“COMMISSION”:

BALDWIN COUNTY COMMISSION

ATTEST:

Joe Davis, III /Date
Chairman

Wayne Dyess /Date
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State, hereby certify that Joe Davis, III., as Chairman of the Baldwin County Commission, and Wayne Dyess as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
Commission Expires:

“PROVIDER”:

Aaron Media Services, Sole proprietor

Donald R. Visel /Date
Its _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State,
hereby certify that Donald R. Visel as _____ of Aaron Media Services,
whose name is signed to the foregoing instrument and who is known to me, acknowledged before
me on this day that being informed of the contents of the instrument, he, as such officer and with
full authority, executed the same voluntarily for and as the act of said entity.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
Commission Expires: