



SILVER, VOIT & GARRETT
ATTORNEYS AT LAW, P.C.

IRVING SILVER
LAWRENCE B. VOIT
ALEXANDRA K. GARRETT
MATTHEW C. BUTLER

June 7, 2021

Via U.S. Mail and Email: RCink@baldwincountyal.gov

Baldwin County Sales & Use Tax Department

Attn: Mr. Ron Cink

P.O. Box 189

Robertsdale, AL 36567

RE: Client engagement letter; Our File LS-8185-14088

Dear Mr. Cink:

You have requested that Silver, Voit & Thompson, Attorneys at Law, P.C. (LAW FIRM) provide professional legal representation to Baldwin County Sales & Use Tax Department (which shall be referred to as the CLIENT) as a creditor in miscellaneous bankruptcy matters when requested by the Department. You have not retained the services of another attorney for such matters, or your request for LAW FIRM'S services has been made with the consent of any other attorney or attorneys employed by you. This Letter Agreement is our customary method for confirming the standard terms upon which our LAW FIRM'S services are provided. If acceptable to you, please return one copy of this letter signed by you so that we may begin work.

1. Retention of LAW FIRM. CLIENT has retained LAW FIRM to provide professional legal representation directly or through associated attorneys, consultants, experts, co-counsel, etc., at LAW FIRM'S option, in accordance with the terms of this Letter Agreement. LAW FIRM makes no prediction, guaranty, assurance, or representation as to the outcome of LAW FIRM'S representation of CLIENT nor can an estimation of the costs be made at this time. CLIENT agrees to fully cooperate with LAW FIRM in all matters and shall promptly respond to all requests for information, shall appear at all conferences, hearings when requested, and shall truthfully and accurately inform LAW FIRM'S attorneys concerning any matter, thing or event in which CLIENT is or may be involved concerning the subject of the representation. LAW FIRM shall provide legal services to CLIENT in a timely and professionally competent manner, and shall keep CLIENT informed as to all significant developments. This Letter Agreement replaces all prior agreements on this subject that may exist between the parties.

2. Fees. CLIENT will compensate LAW FIRM based on (a) LAW FIRM'S standard hourly rates, as the same shall be adjusted from time to time, for those personnel, attorneys and non-attorneys providing the specific services as may be required for CLIENT and (b) for such additional applicable factors, if any, as are provided for in the Code of Professional Responsibility (for example, special time limitations imposed by CLIENT or the circumstances of the project, the apparent likelihood that

the performance of the project will preclude other employment by LAW FIRM, night and weekend work, results achieved, etc.). LAW FIRM customarily records time to the nearest three-tenths of an hour spent in providing services to CLIENT, including travel time, although this method may not be used for particular CLIENT matters depending upon the type of services involved, amount in controversy, results, etc. (or a combination of fixed and time-related rates may be used). Detailed monthly or other periodic invoices will be sent to you for all legal services provided and advances made during the previous period. The current special governmental rates to be charged for LAW FIRM'S attorneys are:

Irving Silver	\$250
Lawrence B. Voit	\$250
Alexandra K. Garrett	\$225
Mathew Butler	\$200

3. **Expenses.** CLIENT agrees to and shall timely and fully reimburse LAW FIRM for all out-of-pocket expenses incurred in the performance of services for CLIENT (such as long-distance telephone calls, delivery services, reproduction of documents, postage, clerical overtime, court costs, filing and other fees, court reporting charges, travel, etc.).

4. **Retainer.** Prior to the commencement of work, LAW FIRM will invoice CLIENT for a retainer which shall be used to offset the invoices for services performed by LAW FIRM exclusive of expenses and costs until such funds are exhausted. ***The initial retainer CLIENT agrees to pay to LAW FIRM is Zero Dollars and No/100 (\$0.00) Dollars.*** From time-to-time LAW FIRM may at its option require CLIENT to deposit additional retainer funds. Failure on the part of CLIENT to timely deposit such retainer funds with LAW FIRM shall be a basis for LAW FIRM, at its option, to immediately terminate all work for CLIENT or immediately withdraw or both, to all of which CLIENT hereby specifically agrees. Upon exhaustion of all funds deposited as a retainer, CLIENT shall be invoiced in the manner provided herein and payment shall be made in accordance with the next paragraph. Any unused retainer amounts following the completion of services rendered shall, at CLIENT'S request, be returned to CLIENT without interest.

5. **Payments.** Periodically (such as monthly or at other intervals as determined by LAW FIRM), LAW FIRM will submit to CLIENT invoices for legal fees and expenses, advances and fee reimbursements. To the extent that such invoices may be covered by any unused retainer amount theretofore paid by CLIENT to LAW FIRM, such invoices will be credited. When the CLIENT'S retainer funds have been exhausted, all invoiced amounts shall be paid by CLIENT no later than 15 days from the date of the invoice. **CLIENT understands, authorizes and agrees that any unpaid balance owed to LAW FIRM after the passage of 30 days from the date of invoice shall, at the LAW FIRM'S option, bear interest at the rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18%, as LAW FIRM, in its sole discretion, may choose.**

6. Termination and limitations. This Engagement Agreement may be prospectively terminated at any time upon reasonable written notice given by either party. LAW FIRM shall be under no obligation to undertake or continue services on any project (a) if LAW FIRM deems such services to be in conflict with its obligations under the Code of Professional Responsibility, (b) if CLIENT shall fail to make full and timely payment on any LAW FIRM invoice to CLIENT, or (c) if for any other reason LAW FIRM, in its sole discretion, has concluded that continued representation of CLIENT should not continue. Upon termination of the engagement and the satisfaction by CLIENT of all prior financial obligations, LAW FIRM will, at CLIENT'S request and expense, and at its standard hourly rates, payable in advance if requested by LAW FIRM: (i) search its files and forward to CLIENT, or counsel designated by CLIENT, all original documents, if any, sought and specified by CLIENT and previously entrusted to LAW FIRM by CLIENT, (ii) take such steps as it deems appropriate to formally withdraw from all proceedings, if any, in which it may be counsel of record, (iii) provide reasonable transitional assistance to new counsel, if any, designated by CLIENT, and (iv) provide copies of all significant work product created on behalf of CLIENT. If any legal fees or expense reimbursement have not been paid at the time of termination, LAW FIRM reserves the right to withhold all CLIENT matters and documents except for original documents provided to LAW FIRM by the CLIENT.

7. Conflicting interest. LAW FIRM agrees that, during the period of engagement, it shall refrain from representing any other client, as plaintiff, in any administrative or judicial action naming CLIENT as a defendant. CLIENT agrees that LAW FIRM shall be otherwise free to represent all interests of other clients subject only to such specific client and matter limitations as set forth in this Letter Agreement, though LAW FIRM is cautious as to knowingly undertaking any type of representation which may create a conflict of interest.

8. Successors, etc. This Letter Agreement and all rights and obligations hereunder shall be assignable by LAW FIRM to any entity which succeeds, in whole or in part, to the professional activities now conducted by LAW FIRM.

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Very truly yours,



Alexandra K. Garrett

AKG/jlp

ACCEPTANCE BY CLIENT

I, _____, as _____ of Baldwin County Sales & Use Tax Department, have read, accepted and unconditionally approved the terms and provisions of the above and foregoing Letter Agreement and agree for Baldwin County Sales & Use Tax Department to be bound by the terms thereof on this the ____ day of June, 2021.

BALDWIN COUNTY SALES & USE TAX DEPARTMENT

By: _____

As its _____

Acknowledged and accepted this the ____ day of July, 2021
BALDWIN COUNTY COMMISSION

By: _____
Joe Davis III, Chairman

Attest: _____
Wayne Dyess, County Administrator

Cc: Ron Cink
Heather Gwynn