CONTRACT FOR SERVICES
(Evelina Hernandez)

THIS CONTRACT FOR SERVICES is made by and between Evelina Hernandez, hereinafter referred to as "CONTRACTOR," and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama, hereinafter referred to as "COUNTY."

WITNESSETH

WHEREAS, The Honorable Jody Wise, is the "Absentee Election Manager" for Baldwin County pursuant to §17-11-1, et seq., of the Code of Alabama 1975; and

WHEREAS, The Honorable Jody Wise has requested that the necessary professional services and expertise of one Evelina Hernandez (CONTRACTOR) be obtained, on a temporary part-time basis, for the purposes of aiding and/or assisting the Absentee Election Manager in her required duties relating to the September 21, 2021, Special School Tax Election in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama; and

WHEREAS, it is determined, by the Absentee Election Manager, that the CONTRACTOR possesses certain professional and unique qualifications and experience relating to the absentee election process, generally; and

WHEREAS, it is determined further, by the Absentee Election Manager and COUNTY, that the duties of the Absentee Election Manager of Baldwin County are, in fact, too numerous in number and great in magnitude for the Absentee Election Manager to accomplish adequately without the support of professional and experienced assistant; and

WHEREAS, Baldwin County is responsible for necessary and proper expenses and costs incurred in the carrying out of certain provisions, as outlined within Title 17 of the Code of Alabama 1975, surrounding elections generally; and

WHEREAS, it has been determined that such temporary part-time assistance to the Absentee Election Manager is, in fact, a necessary and proper expense or cost as anticipated by §17-11-16 Code of Alabama 1975; and

WHEREAS, the Attorney General of Alabama has rendered numerous opinions emphasizing that the Absentee Election Manager is vested with the authority to engage assistants to aid generally in the fulfillment of the Absentee Election Manager's duties (See, A.G. Nos. 93-064, 96-177, and 2003-057); and

WHEREAS, a general public purpose and a benefit to all citizens of Baldwin County will be served by providing both this requested assistance to the Absentee Election Manager and resulting expenditure of public funds by the COUNTY.

NOW THEREFORE, the premises considered, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

I. **RECITALS**. The above recitals are hereby incorporated as part of this Contract for Services as if fully set forth.

II. **NOTICES**. Any notice or consent required or permitted to be given under this Contract for Services shall be given to the respective party in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To the COUNTY:	Baldwin County Administration Building Attn: Chairman of the Baldwin County Commission 312 Courthouse Square, Suite 10 Bay Minette, Alabama 36507
To the CONTRACTOR:	Evelina Hernandez 1411 Hand Avenue Bay Minette, Alabama 36507

or at such other address or to such other person that the Parties may from time to time designate in writing.

III. **SCOPE OF SERVICES**. The CONTRACTOR agrees to provide services, as referenced, only to the extent as authorized by the Absentee Election Manager as follows:

a. Any and all services, whether clerical or otherwise, as required and/or directed by the Absentee Election Manager, to carry out and fulfill the intent of the election laws of the State of Alabama.

b. Consult and coordinate on a regular basis with the Absentee Election Manager in providing the services herein.

c. Provide, to the COUNTY, a synopsis of absentee election results for all elections held during the term of this Contract for Services at the direction of the Absentee Election Manager.

IV. **TERM/PERIOD OF PERFORMANCE**. The CONTRACTOR shall complete adequate performance of the duties and provisions herein for the applicable absentee election time periods recognized by law during the September 21, 2021, Special School Tax Election in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama, with commencement of her services beginning no earlier than July 28, 2021, and terminating no later than September 28, 2021, unless sooner terminated as set forth herein.

V. **TERMINATION**. It is understood and agreed that the COUNTY in its absolute discretion, with or without cause, may terminate this Contract for Services. Termination may be accomplished in writing or verbally. Once notice of termination is given by the COUNTY to the CONTRACTOR, this Contract for Services shall immediately and automatically terminate, and CONTRACTOR shall have no further right, permission or authority to perform the duties herein contemplated. Notice shall be effective upon mailing or other delivery as provided in paragraph II., or verbally if earlier.

VI. **COMPENSATION OF THE CONTRACTOR**. The CONTRACTOR shall be paid for performance under this Contract for Services in accordance with the following terms:

a. The CONTRACTOR will be paid $75.00/day worked commencing no earlier than July 28, 2021, and for each day worked thereafter during the applicable absentee election time periods recognized by law during the September 21, 2021, Special School Tax Election in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama, for the services rendered, no matter the number of hours spent in performance of the required duties.

b. The CONTRACTOR shall provide to the COUNTY, by and through, and as and when directed by, the Absentee Election Manager, detailed documentation of the services rendered.

c. Actual payments by the COUNTY for services provided herein shall be made, upon submission of the documentation as contemplated within the above section (Compensation of the Contractor).

VII. **INDEPENDENT CONTRACTOR**. The CONTRACTOR shall perform all of her services under this Contract for Services as an independent contractor and not as an employee of the COUNTY. The CONTRACTOR understands and acknowledges that he/she shall not be entitled to any of the benefits as an employee of the COUNTY, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. The CONTRACTOR further understands that such services are limited for a definite period of time and with a definite contract termination date.

VIII. **STANDARD OF PERFORMANCE**. The CONTRACTOR shall perform all duties required by this Contract for Services independently with little to no supervision. The CONTRACTOR represents that she has the skills and expertise necessary to perform the service required under this Contract for Services. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which the CONTRACTOR is engaged. All products of whatsoever nature, which the CONTRACTOR delivers to the COUNTY pursuant to this Contract for Services, if any, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession. The CONTRACTOR shall correct or revise any errors or omissions at the COUNTY'S request without additional compensation.

IX. **TAXES**. The COUNTY shall not be responsible for paying any taxes on the CONTRACTOR'S behalf, and should the COUNTY be required to do so by state, federal, or local taxing agencies, the CONTRACTOR agrees to promptly reimburse the COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

X. **CONFLICT OF INTEREST**. The CONTRACTOR covenants that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Contract for Services.

XI. **HOLD HARMLESS**. The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all damage or injury, whether personally or to affected third persons, as a result of or incidental to the services rendered under this Contract for Services.

XII. **ASSIGNMENT**. The CONTRACTOR shall not assign any of her rights nor transfer any of her obligations under this Contract for Services without the prior written consent of the COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect.

XIII. **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. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract for Services shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XIV. **REMEDIES NOT EXCLUSIVE**. No remedy herein conferred upon or reserved to the COUNTY is intended to be exclusive of any other remedy or remedies, and the COUNTY retains each and every such remedy, now or hereafter existing at law or in equity or otherwise.

XV. **TIME IS OF THE ESSENCE**. Time is of the essence in this Contract for Services and each covenant and term is a condition herein.

XVI. **NO WAIVER OF DEFAULT**. No delay or omission of the COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein and every power and remedy given by this Contract for Services to the COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the COUNTY.

XVII. **ENTIRE CONTRACT AND AMENDMENT**. In conjunction with the matters considered herein, this Contract for Services contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract for Services may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract for Services and by no other means. Each party waives their future right to claim, contest or assert that this Contract for Services was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

XVIII. **COMPLIANCE WITH THE LAW**. The CONTRACTOR shall, at her sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to the Contract for Services generally.

XIX. **ALABAMA LAW**. This Contract for Services shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles. Any litigation regarding this Contract for Services or its contents shall be filed in the County of Baldwin, if in state court, or if in federal court, in the United States District Court for the Southern District of Alabama, Southern Division.

XX. **EXECUTION OF COUNTERPARTS**. This Contract for Services may be executed in two (2) counterparts, and each of such counterparts shall for all purposes be deemed to be an original if originally signed by all Parties hereto. All such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

XXI. **DRUG-FREE WORK PLACE**. In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Contract for Services, the CONTRACTOR certifies that he/she is responsible for knowing, and will comply with, the standards of the COUNTY's drug-free work place.

IN TESTIMONY of which, both COUNTY, by an appropriate motion adopted, at a legally authorized meeting of its governing body held on the 6th day of July, 2021, and CONTRACTOR, also in full agreement and acknowledgement of the terms contained herein, fully execute this Contract for Services as of the last date of execution by COUNTY below.

COUNTY:
BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

BY: _____
JOE DAVIS, III /Date
Chairman

ATTEST:

_____
WAYNE DYESS /Date
County Administrator

CONTRACTOR:

_____
EVELINA HERNANDEZ /Date

***NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that JOE DAVIS, III, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator, whose names are signed to the foregoing Contract for Services, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, they executed the same with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the ____ day of _____, 2021.

_____
Notary Public SEAL
My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that EVELINA HERNANDEZ, is the individual whose name is signed to the foregoing Contract for Services, and who 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 voluntarily and personally.

Given under my hand and official seal, this the ____ day of _____, 2021.

_____
Notary Public SEAL
My Commission Expires: _____