

COUNTY OF BALDWIN
STATE OF ALABAMA

Personal Service Agreement

THIS Personal Service Agreement ("Agreement") is by and between the City of Foley, an Alabama Municipal Corporation ("the City") and Common Sense Economic Development, LLC, an Alabama Limited Liability Company ("CSED") effective as of February 15, 2013.

WHEREAS, the City desires to engage CSED to provide certain services under certain terms and conditions, and CSED desires to provide these same services to the City under the same terms and conditions which are expressed herein; and

NOW THEREFORE, in consideration of the mutual rights and benefits described below, the City and CSED hereby represent, covenant, warrant and agree as follows:

1. Services. CSED shall provide assistance to the City by providing services related to community development activities. Such work may include, but is not limited to, the identification of creative financing or grant opportunities, downtown or "Main Street" related opportunities, as well as the facilitation of meetings related to such responsibilities.

CSED will not be directly involved or charged with recruiting business or industry to Foley. Further CSED may assist the community development efforts that are already being taken by the City, by the Baldwin County Economic Development Alliance ("Alliance") or by the South Baldwin Chamber of Commerce ("Chamber"), but it is not anticipated or expected that CSED would duplicate or replace the work being performed by others. Services to be provided hereunder will be related to duties not normally or currently provided to the City by the Alliance or by the Chamber. CSED shall not compete with the Alliance in regard to industrial, distribution, or white collar job recruitment or with any other service normally provided by the Alliance, but may assist the Alliance and City on such matters if requested by the Alliance.

CSED shall develop its own work processes and schedule, and CSED will be solely responsible for payment of any and all expenses it incurs or that are incurred on its behalf, including travel.

CSED will not have the authority to authorize, approve or guarantee anything on behalf of the City, and the City will be under no obligation to follow or accept any recommendation, advice, or plan brought forth by CSED or to ratify any action taken by CSED.

2. Compensation. The City shall pay CSED in advance by paying the sum of TWO THOUSAND DOLLARS (\$2,000.00) on or before February 15, 2013, and for each month thereafter that this Agreement remains in full force and effect, the City shall pay CSED the sum of FOUR THOUSAND DOLLARS (\$4,000.00) on or before the first day of the month. The total compensation paid by the City to CSED if the Agreement continues for its full term will be \$30,000.

3. Limited Term. This Agreement, unless sooner terminated, shall continue through and shall expire on September 30, 2013.

4. Relationship between the Parties. Services provided by CSED will be totally contractual in nature. The parties represent, warrant and agree that CSED will not be treated or considered to be an entity of the City, and none of CSED's agents or employees will be treated or considered to be employees of the City. Further, the City and CSED shall not be treated or considered to be part of a joint venture or partners in any partnership or alliance. CSED is merely acting as an independent contractor of the City.

All services provided (or not provided) by CSED will be under the total direction and control of CSED, including the method of delivery and the timing of execution of said services.

5. Notices. Any notices between or among the parties shall be sent as follows:

Common Sense Economic Development, LLC
c/o Robert Ingram
President/CEO
1053 Snapdragon Lane
Foley, Alabama 36535
ri.commonsense@gmail.com
251-752-0139

Cit of Foley
c/o Michael Thompson
City Administrator
Post Office Box 1750
Foley, Alabama 36536
mthompson@cityoffoley.org
251-943-1545

6. Termination. This Agreement may be cancelled or terminated by either party at any time, without cause and without reason or explanation. The date any such termination shall be effective will be the last day of the month when the notice of termination was sent. Additionally, the City can terminate this Agreement by not making an advance monthly payment when due. No party shall have any obligation to the other party following termination, except that CSED shall provide its final report to the City pursuant to the following paragraph within seven days of the termination of this Agreement.

7. Reporting. The City may reasonably request and require CSED to meet with its employees, agencies, officials, and committees. Further CSED shall issue a written report on its actions and activities undertaken in connection with this Agreement on or before the end of each quarter of the year (March 31; June 30; September 30).

8. Entire Agreement; Amendment. This document describes all the rights, benefits, duties and obligations of both the City and CSED, and this Agreement constitutes the entire agreement by and between the parties hereto in connection with these activities. This Agreement may not be modified by either party or even by the parties jointly without such modification being documented in a written Addendum which is signed by both parties.

9. Professional Services. The services to be performed by CSED require a high degree of professional skill and the personality of the individuals involved, specifically Robert Ingram, will play a decisive part in the City receiving the benefits of this bargain. CSED may not assign its rights, benefits, or obligations in this Agreement to anyone or to any other entity.

IN WITNESS WHEREOF, the parties have set their hands and seals below to be effective on February 15, 2013.

Common Sense Economic Development, LLC

By: Robert Ingram
Its: President/CEO

City of Foley, Alabama

By: John Koniar
Its: Mayor

Attest:

City Clerk