

STATE OF TEXAS)

COUNTY OF TARRANT)

CONTRACT

THIS AGREEMENT is made and entered into by and between C. Barry McCarty, hereinafter referred to as “parliamentarian” and the Executive Committee of the Southern Baptist Convention, hereinafter referred to as “the Executive Committee” for services to be rendered to the Southern Baptist Convention (“Convention”).

RECITALS

1. C. Barry McCarty is duly accredited by the American Institute of Parliamentarians as a Certified Professional Parliamentarian.
2. The President of the Southern Baptist Convention is in need of the services of a parliamentarian and desires for the Executive Committee to employ C. Barry McCarty for such work.

THEREFORE, for and in consideration of the mutual covenants hereinafter expressed, it is agreed between the parties as follows:

I
SERVICES TO BE PROVIDED

The parliamentarian shall be available on-site in the Birmingham, Alabama to render consultation and advice from June 9th, 2019, until the annual meeting of the Southern Baptist Convention adjourns; and by phone or email to render such pre- or post-annual meeting consultation and advice as may be requested by the President of the Convention or by the Chief Executive Officer or any appropriate vice president of the Executive Committee. The parliamentarian shall also be available to make one pre-annual meeting trip to consult with the President prior to the annual meeting at a location satisfactory to the President and the Executive Committee.

However, it is agreed and understood that the parliamentarian's services are purely advisory and that all rulings on questions of order shall be made by the presiding officer of the Convention, who may or may not follow the parliamentarian's advice.

Specifically, the parliamentarian's services shall include the following:

- A. Providing the President of the Convention with a working notebook for the annual meeting containing the agenda, the correct parliamentary language the chair should use in handling each item or class of business, and any rules or bylaws peculiar to that item or class of business. The notebook will include a plan for handling potential procedural problems identified to the parliamentarian in advance.

- B. Advising the President of the Convention during each session of the annual meeting on correct procedures for: announcing the business of the annual meeting in its proper order, recognizing members entitled to the floor, stating and putting to a vote all questions that should come before the assembly, ruling on all questions of order, and answering parliamentary inquiries relating to pending business and assisting members in using correct procedures.
- C. At the President of the Convention's request, the parliamentarian shall provide him or any other officer with an oral or written opinion on parliamentary questions pertaining to the Convention's business.
- D. The parliamentarian shall provide the Chief Executive Officer of the Executive Committee with copies of the Convention President's notebook (referred to in Section IA, above) and all written opinions that the parliamentarian gives to the President or any officer of the Convention.

II
SERVICES NOT TO BE RENDERED

It is agreed and understood, that the parliamentarian's advice and consultation shall relate only to parliamentary procedure and no legal opinions shall be given or sought. Furthermore, no opinion that the parliamentarian renders shall be interpreted as of a legal nature, but only that of parliamentary procedure.

It is further understood, that the parliamentarian is an independent contractor, and is not to be represented as an agent or employee of the Convention, any of its members, or organizations.

It is further agreed and understood that the parliamentarian shall not be required to, and shall refrain from, issuing any verbal or written advice or opinions to anyone other than the officers of the Southern Baptist Convention or appropriate staff members of its Executive Committee.

III
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Executive Committee specifically agrees to indemnify and hold the parliamentarian harmless from any and all claims, demands, actions, judgments, litigation, or liability whatsoever resulting from the conduct of the annual meeting.

IV
PRE-CONVENTION ORIENTATION

At least one month prior to the annual meeting of the Southern Baptist Convention, the President of the Executive Committee shall provide the parliamentarian with a copy of the annual meeting agenda. He shall also provide the parliamentarian with copies of any proposed amendments to the Constitution and Bylaws of the Convention and any other documents that may be relevant to the proper and efficient management of the annual meeting. It is the intention herein that the Chief Executive Officer of the Executive Committee provide the parliamentarian with all due notice, including documentation of matters that may or will come before the Convention, so as to allow ample preparation for rulings and advice.

V
COMPENSATION

The parliamentarian shall be paid the sum of \$10,500 for services provided under this agreement. Additionally, the Executive Committee shall pay or reimburse, from the SBC President's budget, expenses associated with the performance of the parliamentarian's services outlined in Section I, above, conditioned on the appropriate documentation of same being received by the Executive Committee no later than September 1 of the year stated in Section I. Reimbursable expenses include, but are not limited to, meals, lodging, round-trip transportation, postage, and any other out-of-pocket expenses.

If for any reason the parliamentarian is unable to provide any of the services specified in this agreement, payment shall be made to him (or returned by him) in keeping with a reasonable proration that recognizes the amount of work performed.

VI
METHOD OF PAYMENT

Two payments of \$5,250.00 each shall be made to C. Barry McCarty. The first payment is due within 30 days of the execution of this agreement and the second is due within 30 days of the adjournment of the annual meeting occurring within the term of this contract. The parliamentarian shall be reimbursed for his expenses within 30 days of his submission of an expense report.

VII
TERM and SITUS OF CONTRACT

It is agreed that this contract shall be construed under the laws of the State of Texas, and in the event that either party finds it necessary to enforce such rights as may arise under this contract by legal action, the sole venue is Tarrant County, Texas. The term of this contract shall be the entire calendar year 2018. The parties agree that acts taken prior to the execution hereof are in keeping with the provisions above.

Executed in duplicate originals this _____ day of _____, 2019.

PARLIAMENTARIAN

C. Barry McCarty, CPP

EXECUTIVE COMMITTEE OF THE
SOUTHERN BAPTIST CONVENTION

D. August Boto
Interim President