

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the BALDWIN COUNTY HERITAGE MUSEUM ASSOCIATION, INC. (hereinafter referred to as “BALDWIN HERITAGE MUSEUM”) is a nonprofit corporation, located in Baldwin County, Alabama, the purpose of which is to, among other things enumerated in its governing Certificate of Incorporation, as amended, promote, sponsor and operate a public museum, known as the "Baldwin County Heritage Museum" located in Elberta, Alabama, for the preservation, perpetuation and exhibition of unique and historical specimens of the heritage of Baldwin County, especially the importance of agriculture, ethnic diversities in its settlements, and the history of Baldwin County; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as COMMISSION) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that nurturing the historical largesse, as well as historical artifacts, of Baldwin County, Alabama, will greatly enhance our Baldwin County community, further providing a connection our citizens deserve to view the history, and historical artifacts, of Baldwin County, Alabama, at the public "Baldwin County Heritage Museum", and the COMMISSION, furthermore, recognizes that the BALDWIN HERITAGE MUSEUM's provision of their public "Baldwin County Heritage Museum" promotes the economic well-being of the citizens of Baldwin County, Alabama, by and through a myriad of activities related to tourism. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION, by and through their Baldwin County Fiscal Year 2018-2019 Budget, approved a one-time funding appropriation of Fifteen Thousand Dollars (\$15,000.00) to aid the BALDWIN HERITAGE MUSEUM toward the operation of their public "Baldwin County Heritage Museum" and, further, approved a one-time funding appropriation of Three Thousand and Two Hundred Dollars (\$3,200.00) to aid the BALDWIN HERITAGE MUSEUM in its provision of ‘free-of-charge’ public access, related to any admissions fee, to their public “Baldwin County Heritage Museum;” and

WHEREAS, the COMMISSION makes such one-time funding appropriations to the BALDWIN HERITAGE MUSEUM respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission*, 631 So. 2d 953 (Ala. 1994); and

WHEREAS, additionally, the aforesaid one-time funding appropriations remain compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. The BALDWIN HERITAGE MUSEUM will continue to, among other things enumerated in its governing Certificate of Incorporation, as amended, promote, sponsor and operate a public museum, known as the "Baldwin County Heritage Museum" located in Elberta, Alabama, for the preservation, perpetuation and exhibition of unique and historical specimens of the heritage of Baldwin County, especially the importance of agriculture, ethnic diversities in its settlements, and the history of Baldwin County.
3. All BALDWIN HERITAGE MUSEUM facilities, services and activities will be made available to the general public of Baldwin County, Alabama, in accordance with BALDWIN HERITAGE MUSEUM policies.
4. The BALDWIN HERITAGE MUSEUM shall have a nondiscriminatory policy and its facilities, services, activities and membership will be available to all members of the general public regardless of race, age, sex, religion or disability.
5. The COMMISSION shall assist the BALDWIN HERITAGE MUSEUM by providing, as follows:
 - a. A one-time funding appropriation of Fifteen Thousand Dollars (\$15,000.00) in order to aid the BALDWIN HERITAGE MUSEUM toward the operation of its public "Baldwin County Heritage Museum" which benefits the citizens of Baldwin County, Alabama, by remaining a public museum which nurtures the historical largesse, as well as historical artifacts, of Baldwin County, Alabama, greatly enhancing our Baldwin County community, further providing a connection our citizens deserve to view the history and historical artifacts, of Baldwin County, Alabama, and furthermore, remaining a public museum which promotes the economic well-being of the citizens of Baldwin County, Alabama, by and through a myriad of activities related to tourism.
 - b. A one-time funding appropriation of Three Thousand and Two Hundred Dollars (\$3,200.00) in order to aid the BALDWIN HERITAGE MUSEUM in its provision of 'free-of-charge' public access, related to any admissions fee, to their public "Baldwin County Heritage Museum."

6. The BALDWIN HERITAGE MUSEUM expressly agrees not to use any of the one-time funding appropriations set forth in Section 5 of this Agreement outside the purposes provided in Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriations set forth in Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriations set forth in Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the BALDWIN HERITAGE MUSEUM, only toward the purposes, in the respective amounts, provided in Section 5 of this Agreement.
7. The BALDWIN HERITAGE MUSEUM shall have full and complete ownership of the items purchased with funds provided for under this Agreement, and the BALDWIN HERITAGE MUSEUM will maintain such items so that they remain in good working condition for their useful life.
8. To the fullest extent allowed by law, the BALDWIN HERITAGE MUSEUM shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the BALDWIN HERITAGE MUSEUM or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this Section 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.
9. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the BALDWIN HERITAGE MUSEUM on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BALDWIN HERITAGE MUSEUM is an agent of the COMMISSION.
10. The BALDWIN HERITAGE MUSEUM shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
11. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
12. The BALDWIN HERITAGE MUSEUM agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

- a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
 - b. File with the COMMISSION no later than June 3, 2019, a written report of its activities for the preceding period which commenced on October 1, 2018, to ensure the proper expenditure of the subject funding appropriation.
13. This Agreement, as provided in the form of one (1) original instrument for the records of the BALDWIN HERITAGE MUSEUM and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the BALDWIN HERITAGE MUSEUM. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
14. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2018, and expiring September 30, 2019, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the BALDWIN HERITAGE MUSEUM. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BALDWIN HERITAGE MUSEUM.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

FRANK BURT, JR.

As Its: Chairman

Date: _____

ATTEST:

RONALD J. CINK

County Administrator/Budget Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that FRANK BURT, JR., as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator/Budget Director of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2018.

NOTARY PUBLIC
My Commission expires: _____

**BALDWIN COUNTY HERITAGE MUSEUM
ASSOCIATION, INC.
P.O. Box 356
Elberta, Alabama 36530**

JUNE TAYLOR
As Its: Chairman
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JUNE TAYLOR, as Chairman of the Baldwin County Heritage Museum Association, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Heritage Museum Association, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Heritage Museum Association, Inc.

GIVEN under my hand and seal this the _____ day _____, 2018.

NOTARY PUBLIC
My Commission expires: _____