

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the NORTH BALDWIN ANIMAL SHELTER, INC. is a domestic non-profit corporation organized under the laws of the State of Alabama for the purpose of providing shelter and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes; 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 the purposes for which the NORTH BALDWIN ANIMAL SHELTER, INC. was organized is to provide shelter and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes which provides a valuable public service. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Fifteen Thousand Dollars (\$15,000.00), by and through its Baldwin County Fiscal Year 2018-2019 Budget, to pay the NORTH BALDWIN ANIMAL SHELTER, INC. funds allocated towards general purposes, which include maintenance and operation costs and expenses of the North Baldwin Animal Shelter, animal food and medicine, and veterinary services, utilities, insurance and building maintenance costs.

WHEREAS, the COMMISSION makes such one-time funding appropriation to the NORTH BALDWIN ANIMAL SHELTER, INC. 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. 2nd 953 (Ala. 1994).

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 NORTH BALDWIN ANIMAL SHELTER, INC. shall continue to develop and carry out the services providing shelter and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout

Baldwin County, Alabama, will have a better chance of survival and finding good homes, which provides a valuable public service.

3. All NORTH BALDWIN ANIMAL SHELTER, INC. facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: NORTH BALDWIN ANIMAL SHELTER, INC. facilities, activities and services must be utilized in accordance with NORTH BALDWIN ANIMAL SHELTER, INC. policies.
4. The NORTH BALDWIN ANIMAL SHELTER, INC. shall have a non-discriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.
5. The COMMISSION will assist the NORTH BALDWIN ANIMAL SHELTER, INC. with a one-time funding appropriation of Fifteen Thousand Dollars (\$15,000.00) to pay the NORTH BALDWIN ANIMAL SHELTER, INC. funds specifically allocated towards providing shelter operation and maintenance, animal food and medicine, veterinary services and adoption services so that stray, abandoned, owner-surrender, neglected, abused and injured animals throughout Baldwin County, Alabama, will have a better chance of survival and finding good homes.
6. The NORTH BALDWIN ANIMAL SHELTER, INC. expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the NORTH BALDWIN ANIMAL SHELTER, INC., only toward the purposes set forth in this Agreement.
7. To the fullest extent allowed by law, the NORTH BALDWIN ANIMAL SHELTER, INC. shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 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 NORTH BALDWIN ANIMAL SHELTER, INC. 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. This provision shall survive the expiration or termination of this Agreement.
8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the NORTH BALDWIN ANIMAL SHELTER, INC. 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 NORTH BALDWIN ANIMAL SHELTER, INC. is an agent of the COMMISSION.

9. The NORTH BALDWIN ANIMAL SHELTER, INC. 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."
10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.
11. The NORTH BALDWIN ANIMAL SHELTER, INC. 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 1, 2020, a written report of its activities for the preceding period which commenced on August 20, 2019, to ensure the proper expenditure of the subject funding appropriation.
12. This Agreement, as provided in the form of one (1) original instrument for the records of the NORTH BALDWIN ANIMAL SHELTER, INC., 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 NORTH BALDWIN ANIMAL SHELTER, INC.
13. 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 August 20, 2019, and expiring August 19, 2020, and may be amended only by written amendment executed by the COMMISSION and the NORTH BALDWIN ANIMAL SHELTER, INC. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the NORTH BALDWIN ANIMAL SHELTER, INC. Notwithstanding the aforementioned, the NORTH BALDWIN ANIMAL SHELTER, INC. acknowledges and agrees that all its obligations under this Agreement and the COMMISSION's right to enforce such obligations survive the expiration and / or termination of this Agreement.

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

BALDWIN COUNTY COMMISSION

CHARLES F. GRUBER

As Its: Chairman

Date: _____

ATTEST:

WAYNE DYESS
County Administrator

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 CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator 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 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 _____, 2019.

NOTARY PUBLIC

My Commission expires: _____

NORTH BALDWIN ANIMAL SHELTER, INC.
PO BOX 190
BAY MINETTE, AL 36507

By: Taylor D. Wilkins, Jr.
As Its: President
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 _____, as the President of NORTH BALDWIN ANIMAL SHELTER, 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/she, as such President of NORTH BALDWIN ANIMAL SHELTER, INC. with full authority, executed the same voluntarily on the day the same bears date for and as an act of said NORTH BALDWIN ANIMAL SHELTER, INC.

GIVEN under my hand and seal this the _____ day of _____, 2019.

NOTARY PUBLIC
My Commission expires: _____