

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between QUILTS OF VALOR BALDWIN ALABAMA, a nationally recognized 501(c)3 organization that honors military personnel and veterans (hereinafter referred to as "QUILTS OF VALOR"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION") and is effective the date last executed below.

WHEREAS, QUILTS OF VALOR is an Alabama non-profit corporation organized for the purpose of honoring military personnel and veterans who either live in Baldwin County or are from Baldwin County by providing free quilts to the military personnel and veterans; and

WHEREAS, the COMMISSION recognizes that the purposes for which QUILTS OF VALOR was organized to honor military personnel and veterans who either live in Baldwin County or are from Baldwin County by providing free quilts to the military personnel and veterans. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of One Thousand Dollars and 00/100 (\$1,000.00), by and through its Baldwin County Fiscal Year 2026 Budget, to pay QUILTS OF VALOR funds allocated towards general purposes, which include honoring military personnel and veterans by providing free quilts; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to QUILTS OF VALOR 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 thereof being hereby acknowledged, the parties hereto, 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. QUILTS OF VALOR shall continue to honor military personnel and veterans who either live in Baldwin County or are from Baldwin County by providing free quilts, which provides a valuable public service.
3. All QUILTS OF VALOR facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: QUILTS OF VALOR facilities, activities and services must be utilized in accordance with QUILTS OF VALOR policies.
4. QUILTS OF VALOR shall have a nondiscriminatory 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 QUILTS OF VALOR with a one-time funding appropriation of One Thousand Dollars and 00/100 (\$1,000.00) to

QUILTS OF VALOR to be used specifically for, honoring military personnel and veterans who either live in Baldwin County or are from Baldwin County by providing free quilts.

6. QUILTS OF VALOR 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 QUILTS OF VALOR, only toward the purposes set forth in this Agreement.
7. QUILTS OF VALOR 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 QUILTS OF VALOR 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 QUILTS OF VALOR 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 QUILTS OF VALOR is an agent of the COMMISSION.
9. QUILTS OF VALOR 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. QUILTS OF VALOR agrees, as a condition of receiving the funding appropriation referred 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, 2026, a written report of its activities for the preceding period which commenced on October

1, 2025, and a copy of an annual report that includes the appropriation period to ensure the proper expenditure of the subject funding appropriation.

12. This Agreement can be amended, during its term, only by written amendment executed by the COMMISSION and QUILTS OF VALOR.
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 October 1, 2025, and expiring September 30, 2026, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and QUILTS OF VALOR. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to QUILTS OF VALOR.
14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.
15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from QUILTS OF VALOR all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended, or incurred in connection therewith.
16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

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

[Signature pages to follow]

BALDWIN COUNTY COMMISSION

MATTHEW P. MCKENZIE

As Its: Chairman

Date: _____

ATTEST:

ROGER H. RENDLEMAN

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 MATTHEW P. MCKENZIE, as Chairman of the Baldwin County Commission, and ROGER RENDLEMAN, 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 _____, 2025.

NOTARY PUBLIC

My Commission expires: _____

**QUILTS OF VALOR, BALDWIN
ALABAMA**

PO BOX 1206
MONTROSE, ALABAMA 36559

By: LINDA TIPP
As Its: Financial Officer

Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for _____ County, Alabama, and the State of Alabama, hereby certify that LINDA TIPP, as Financial Officer of Quilts of Valor, 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 Financial Officer of Quilts of Valor, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Quilts of Valor.

Given under my hand and seal this the _____ day of _____, 2025.

NOTARY PUBLIC
My Commission expires: _____