

FUNDING AGREEMENT FOR THE USA
BLANKENSHIP SCHOLARS PROGRAM

This Funding Agreement (this “Agreement”) is entered into by and between the Baldwin County Commission (the “County”) and the University of South Alabama, a public institution of higher learning and an instrumentality of the State of Alabama (“USA” or the “University”). The County and USA are each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, the University of South Alabama was chartered by Legislative Act on May 3, 1963, following the efforts of local leaders, who saw a great need for a four-year-degree granting institution along the fast-growing Alabama Gulf Coast; and

WHEREAS, the University of South Alabama has greatly prospered and expanded in the past 60 years and today has more than 14,000 students and offers more than 123 academic programs in ten Colleges and Schools; and

WHEREAS, the University’s Stokes School of Marine and Environmental Sciences is establishing the Blankenship Scholars Program to expand enrollment and programs and to develop and encourage students to pursue careers in conservation enforcement through study in political science and criminal justice, as well as marine and environmental sciences; and

WHEREAS, the Blankenship Scholars Program will expand educational opportunities for Baldwin County residents and, together with the Stokes School’s marine and environmental sciences offerings, will provide benefits to the citizens of Baldwin County and coastal Alabama; and

WHEREAS, the University is one of the largest economic drivers and employers in the region, with nearly 12,000 employees and more than 100,000 alumni over its lifetime, and its graduates predominantly reside in Alabama and along the upper Gulf Coast; and

WHEREAS, the County finds that, based on the foregoing and the importance of marine, environmental, and conservation efforts in Baldwin County, it serves a public purpose for the County to contribute Ten Thousand Dollars (\$10,000.00) to USA to support the creation of the Blankenship Scholars Program within the Stokes School of Marine and Environmental Sciences, and USA desires to accept the contribution; and

WHEREAS, the Baldwin County Commission has determined that the contribution serves a public purpose and has authorized the Chairman and County Administrator, subject to review by County legal counsel, applicable law, and the availability of appropriated funds, to negotiate, execute, and deliver this Agreement and related documents; and

NOW, THEREFORE, in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties acknowledge and agree that the purpose of this Agreement is for the County to provide a one-time contribution to USA in the amount of Ten Thousand Dollars (\$10,000.00) (the "Contribution") to support the creation of the University of South Alabama Blankenship Scholars Program within the Stokes School of Marine and Environmental Sciences (the "Program"). The Contribution may be used only to establish and administer the Program, including reasonable and necessary program-related educational, student recruitment, outreach, and administrative expenses consistent with the Program's purpose. USA shall not use any portion of the Contribution for an unrelated purpose. Any unused or improperly used portion of the Contribution shall be returned to the County within thirty (30) days after the County's written demand.
2. This Agreement becomes effective on the date of full execution by both Parties (the "Effective Date").
3. Subject to applicable law and the availability of appropriated funds, the County shall pay the Contribution to USA within ninety (90) days after the Effective Date and after receipt of a written disbursement request from USA identifying the Agreement and providing payment instructions. The Contribution is a one-time payment and does not create an obligation for any additional funding or a continuing appropriation. If appropriated funds are unavailable or payment is otherwise prohibited by applicable law, the County may withhold any unpaid portion and terminate this Agreement by written notice, without liability for the unpaid portion.
4. USA acknowledges and agrees that the County shall receive appropriate recognition for the Contribution in connection with the Program, subject to applicable law and USA's policies.
5. The Parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or other joint relationship between the Parties.
6. USA is self-insured and is an instrumentality of the State of Alabama. To the extent allowed by law, USA shall defend the County against any claims, suits, or proceedings (collectively, "Claims") challenging USA's receipt, use, administration, or implementation of the Program, arising from any act or omission of USA in performing this Agreement or the Program, or challenging the County's authority to enter into this Agreement, and, to the extent allowed by law, shall indemnify the County against losses and liabilities (other than attorneys' fees) arising from the entry of a judgment against the County in any Claim. If applicable, the County shall promptly notify USA upon receiving notice of a Claim and shall provide USA with the information and assistance reasonably necessary for USA to defend and resolve the Claim. If applicable, USA shall have sole and complete

authority to defend and dispose of the Claim. The County shall not compromise or settle a Claim without USA's prior written consent, and USA shall not be responsible for any compromise or settlement made without its consent. Because USA has exclusive control over resolving Claims under this Section, USA shall not be liable for the County's attorneys' fees or related expenses.

7. All notices and other communications under or relating to this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, or certified mail, return receipt requested, to the addresses below, or to any replacement address designated by written notice. A notice is effective upon receipt or refusal of delivery.

To the County:

Baldwin County Commission
Commission Chair
322 Courthouse Square
Bay Minette, Alabama 36507

With a copy to:

County Administrator

To the University of South Alabama:

University of South Alabama
Attn: Jo Bonner, President
307 N. University Boulevard
Mobile, Alabama 36688

8. USA shall comply with all applicable federal, state, and local laws and ordinances and shall obtain, at its own expense, all licenses, permits, insurance, authorizations, and assurances necessary to perform its obligations under this Agreement.
9. USA shall comply with all applicable requirements of the State of Alabama Immigration Law, including Act No. 2011-535, as amended by Act No. 2012-491, Ala. Code § 31-13-1 et seq., including § 31-13-9, and all penalties for violation of that law.
10. USA represents and agrees that it is not currently engaged in, and will not engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict-of-laws principles. Nothing in

this Agreement waives or limits any immunity, limitation of liability, or other defense available to either Party under applicable law.

- 12. This Agreement contains the entire agreement of the Parties with respect to the Contribution and supersedes all prior or contemporaneous discussions and understandings concerning the same. Any amendment or waiver must be in writing and signed by authorized representatives of both Parties.

- 13. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Signatures delivered electronically or in portable document format shall be effective as originals to the extent permitted by applicable law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

BALDWIN COUNTY COMMISSION

ATTEST:

James E. Ball, Chairman

Roger Rendleman, County Administrator

Date: _____

Date: _____

UNIVERSITY OF SOUTH ALABAMA

Trae Catrett, Contract Officer
Date: _____