STATE OF ALABAMA	)
COUNTY OF BALDWIN	)

## **AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into between the ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM (hereinafter referred to as "ACES"), 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, the ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM (hereinafter referred to as "ACES") is organized in accordance with, and exercising those powers conferred by, Section 2-30-1, *et seq.*, of the <u>Code of Alabama</u> (1975); and

WHEREAS, the COMMISSION recognizes that ACES serves as the primary outreach organization for the land-grant mission of Alabama A&M University and Auburn University, which delivers research-based educational programs that enable people to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development; and

WHEREAS, to accomplish the aforementioned and in Baldwin County, Alabama, ACES maintains an office (hereinafter referred to as "ACES BALDWIN COUNTY OFFICE"), providing its research-based educational programs, in Baldwin County, Alabama, whereby ACES BALDWIN COUNTY OFFICE assists the general public of Baldwin County, Alabama, toward the fulfillment of ACES research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2026 Budget, approved a one-time total funding appropriation of Fifty-Seven Thousand Six Hundred Twenty-Four dollars and 00/100 (\$57,624.00) to exclusively aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama, and, furthermore, the COMMISSION set aside Nine Hundred Dollars and 00/100 (\$900.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in its continuance of the public purposes, in Baldwin County, Alabama, as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to ACES 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).

NOW, THEREFORE, in consideration of the premises and other good and valuable

consideration, the receipt and sufficiency of which is 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. ACES shall continue to deliver research-based educational programs to, and which enable, the people of the State of Alabama to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development.
- 3. ACES shall continue their provision of the ACES BALDWIN COUNTY OFFICE to provide its research-based educational programs, in Baldwin County, Alabama, to assist the general public of Baldwin County, Alabama, toward the fulfillment of ACES's research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama.
- 4. All ACES and ACES BALDWIN COUNTY OFFICE facilities, services and activities shall be made available to the general public.
- 5. ACES and ACES BALDWIN COUNTY OFFICE shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability, or religion.
- 6. The COMMISSION will convey to ACES a one-time total funding appropriation of Fifty-Seven Thousand Six Hundred Twenty-Four Dollars and 00/100 (\$57,624.00) as financial assistance to be used exclusively by the ACES BALDWIN COUNTY OFFICE to aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and the COMMISSION will set aside Nine Hundred Dollars and 00/100 (\$900.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in their continuance of the public purposes as enumerated at Section 2-30-1, et seq., of the Code of Alabama (1975), said Nine Hundred Dollars and 00/100 (\$900.00) remaining separate and apart from the one-time total funding appropriation provided at Section 6. [a] of this Agreement and non- conveyable to ACES or the ACES BALDWIN COUNTY OFFICE.
- 7. ACES and the ACES BALDWIN COUNTY OFFICE, both, expressly agree not to use the one-time total funding appropriation set forth at Section 6 of this Agreement outside the purposes provided at Section 6 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 6 of this Agreement to aid any private or individual benefit or utilize the county telephone system for non-public purposes. It being expressly understood that the one-time total funding appropriation set forth at Section 6 of this Agreement, as provided by the COMMISSION, be conveyed by ACES to the

- ACES BALDWIN COUNTY OFFICE and utilized, by said ACES BALDWIN COUNTY OFFICE, in a manner consistent with this Agreement.
- 8. This Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest, any authority in ACES and / or the ACES BALDWIN COUNTY OFFICE 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 ACES and / or the ACES BALDWIN COUNTY OFFICE is / are (an) agent(s) of the COMMISSION.
- 9. To the fullest extent allowed by law, and except in cases of willful misconduct, ACES and the ACES BALDWIN COUNTY OFFICE release and agree that the COMMISSION and its officers, employees, and agents will in no event incur any responsibility or liability to ACES and the ACES BALDWIN COUNTY OFFICE in relation to any and all costs, claims, judgments, or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with the services described in this agreement and provided by ACES and the ACES BALDWIN COUNTY OFFICE. This Agreement is not intended to limit or remove any limitations of liability, immunities, protections, or privileges the COMMISSION, ACES, or the ACES BALDWIN COUNTY OFFICE would ordinarily possess.
- 10. ACES and the ACES BALDWIN COUNTY OFFICE 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. ACES and the ACES BALDWIN COUNTY OFFICE 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, 2026, a written report of its activities for the preceding period which commenced on October 1, 2025, a copy of an annual report that includes the appropriation period, and a copy of the most recently audited financial statements (audited financial statements must be from within the last two years, i.e. year 2024 or 2025, and should include an independent auditor's report, statement of financial position, statement of activities, statement of cash flows, and notes to the financial statements) to ensure the proper expenditure of the subject funding appropriation.
- 13. This Agreement can be amended, during its term, only by written amendment executed by the COMMISSION and ACES and / or the ACE BALDWIN

## COUNTY OFFICE.

- 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, 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 ACES and the ACES BALDWIN COUNTY OFFICE. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to ACES and the ACES BALDWIN COUNTY OFFICE.
- 15. 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.
- 16. 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 the ACES all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended, or incurred in connection therewith.
- 17. 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** 

	JAMES E. BALL Chairman		
	Date:		
ATTEST:			
ROGER H. RENDLEMAN County Administrator			
STATE OF ALABAMA COUNTY OF BALDWIN	)		
of Alabama, hereby certify that ROGER H. RENDLEMAN, as are signed to the foregoing instr day that, being informed of the	JAMES E. BALL, County Administra- rument and who are contents of said ins- county Commission	as Chairman of the Battor of the Baldwin Co known to me, acknow trument, they, as such , and with full authori	Chairman and County ty, executed the same voluntarily
Given under my hand a	nd seal this the	day of	, 2025.
		Y PUBLIC nission expires:	

## ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM

DR. MIKE PHILLIPS As Its: Director Date:
STATE OF ALABAMA ) COUNTY OF BALDWIN )
I, the undersigned authority, a Notary Public, in and forCounty, Alabama, and the State of Alabama, hereby certify that DR. MIKE PHILLIPS, as Director of the Alabama Extension Service / Alabama Cooperative Extension System, 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, DR. MIKE PHILLIPS, as such Director of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Alabama Extension Service / Alabama Cooperative Extension System.
Given under my hand and seal this theday of, 2025.
NOTARY PUBLIC My Commission expires:

## ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM BALDWIN COUNTY OFFICE

302 A Byrne Street Bay Minette, Alabama 36507

SARAH BUTTERWORTH						
		Interim County Extension	n Coordinator			
	Date:					
STATE OF ALABAMA	)					
STATE OF ALABAMA COUNTY OF	)					
I, the undersigned author	ority, a Notary Pub	lic, in and for	County,			
Alabama, and the State of Alabama, hereby certify that SARAH BUTTERWORTH, as the (Baldwin)						
Interim County Extension Coor			•			
Extension System, whose name	•	0 0				
acknowledged before me and or	•	•				
such (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative						
Extension System, and with ful	•	·	-			
for and as an act of the Baldwin	County Office of	the Alabama Extension S	ervice / Alabama Cooperative			
Extension System.						
Given under my hand a	nd seal this the	day of	, 2025.			
Given under my name a	ina scar tins the	uuy 01				
		PUBLIC PUBLIC				
	My Com	mission expires:				