

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the MOBILE BAY AREA VETERANS DAY COMMISSION, INC. (hereinafter referred to as “VETERANS DAY COMMISSION”), is a non-profit corporation organized to, among other things enumerated in their governing Articles of Incorporation, support and conduct an annual enhanced Veterans Day observance in the greater Mobile Bay (Alabama) area to honor the veterans and members of the seven uniformed services of the United States and the United States Merchant Marine, as well as all reserve, National Guard and inactive components of such services; further, to recognize all past, present and future contributions of these men and women to the security and well being of our nation; and, further, to seek an increased public awareness of the value of the contributions and accomplishments of veterans and their role in shaping American history; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as “COMMISSION”) remains the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama; and

WHEREAS, the COMMISSION recognizes the public and civic purposes for which the VETERANS DAY COMMISSION was organized, said public and civic purposes strengthening the economic ties of the Veterans of Mobile and Baldwin Counties and the virtues of good citizenship, patriotism, furthermore, providing a venue to honor all Alabamians who participated in all armed conflicts of the United States, representing the veterans of all branches of the United States Armed Services in all conflicts and educating the public on their contributions and sacrifices through annual Veterans Day activities and, in recognition of the aforesaid public and civic purposes, the COMMISSION desires to appropriate Five Thousand Dollars (\$5,000.00) to the VETERANS DAY COMMISSION, to partner with the VETERANS DAY COMMISSION in its provision of the VETERANS DAY COMMISSION 2019 Veterans Day Public Activities to be conducted on November 11, 2019, in Mobile, Alabama (hereinafter referred to as “2019 VETERANS DAY ACTIVITIES”); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the VETERANS DAY COMMISSION 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

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. All VETERANS DAY COMMISSION facilities, services and activities, including, but not limited the 2019 VETERANS DAY ACTIVITIES, shall be accessible to the general public in accordance with VETERANS DAY COMMISSION rules and policies.

3. The VETERANS DAY COMMISSION and 2019 VETERANS DAY ACTIVITIES shall have a nondiscriminatory policy, and its facilities, services and activities, including, but not limited the 2019 VETERANS DAY ACTIVITIES, shall be available to the general public regardless of race, age, gender, disability or religion.
4. The COMMISSION shall assist the VETERANS DAY COMMISSION by providing the VETERANS DAY COMMISSION a one-time total funding appropriation of Five Thousand Dollars (\$5,000.00) to partner with the VETERANS DAY COMMISSION in its provision of the 2019 VETERANS DAY ACTIVITIES to be conducted on November 11, 2019, in Mobile, Alabama, which activities shall benefit the public and civic purposes of strengthening the virtues of good citizenship, patriotism, furthermore, honoring all Alabamians who participated in all armed conflicts of the United States and representing the veterans of all branches of the United States Armed Services in all conflicts to, collectively, educate the public on their contributions and sacrifices.
5. The VETERANS DAY COMMISSION expressly agrees to use the one-time total funding appropriation set forth at Section 4 of this Agreement consistent with this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 4 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 4 of this Agreement, as provided by the COMMISSION, be utilized, by the VETERANS DAY COMMISSION only toward the purpose set forth at Section 4 of this Agreement.
6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the VETERANS DAY COMMISSION 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 VETERANS DAY COMMISSION is an agent of the COMMISSION.
7. To the fullest extent allowed by law, the VETERANS DAY COMMISSION shall fully indemnify, defend and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys 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 VETERANS DAY COMMISSION 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 7 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
8. 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.
9. The VETERANS DAY COMMISSION agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

- a. Supply to the COMMISSION, within thirty (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.
- 10. This Agreement, provided in the form as one (1) original instrument for the records of the VETERANS DAY COMMISSION 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 VETERANS DAY COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
- 11. This Agreement shall be in effect for a period of four (4) months, or in a shorter time as may be determined by the COMMISSION, commencing October 1, 2019, and expiring February 1, 2020, and may be amended, during the aforementioned period of four (4) months, only by written amendment executed by the COMMISSION and the VETERANS DAY COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the VETERANS DAY COMMISSION.

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 A. 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 A. DYESS, as County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and whom are known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such officers 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: _____

**MOBILE BAY AREA VETERANS DAY COMMISSION,
INC.
P.O. Box 2187
Mobile, Alabama 36652-2187**

STEVEN D. CAREY, Colonel, U.S. Air Force (Retired)
As Its: President
Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public, in and for _____ County, Alabama, and the State of Alabama, hereby certify that STEVEN D. CAREY, Colonel, U.S. Air Force (Retired), as President of the Mobile Bay Area Veterans Day Commission, Inc., whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such President of the Mobile Bay Area Veterans Day Commission, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Mobile Bay Area Veterans Day Commission, Inc.

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

NOTARY PUBLIC
My Commission expires: _____