STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between SOUTH BALDWIN CHAMBER OF COMMERCE, INC., an Alabama non-profit corporation (hereinafter referred to as the "SOUTH BALDWIN CHAMBER"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the SOUTH BALDWIN CHAMBER is an Alabama nonprofit corporation organized to advertise, promote and assist the South Baldwin County, Alabama business community to benefit the economic environment of Baldwin County, Alabama; and

WHEREAS, the COMMISSION remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the advertisement, promotion and assistance provided by the SOUTH BALDWIN CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2022-2023 Budget, approved a one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) to assist said SOUTH BALDWIN CHAMBER in the funding of the Gateway Initiative, as well as their continued advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the SOUTH BALDWIN CHAMBER 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

WHEREAS, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 and Amendment No. 772 to the Constitution of Alabama 1901.

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. The SOUTH BALDWIN CHAMBER shall continue the Gateway Initiative, as well as their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All SOUTH BALDWIN CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the SOUTH BALDWIN CHAMBER's rules and policies.

4. The SOUTH BALDWIN CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the SOUTH BALDWIN CHAMBER by providing a one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) to provide funding assistance to the SOUTH BALDWIN CHAMBER to aid in funding of the Gateway Initiative, as well as their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the SOUTH BALDWIN CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective SOUTH BALDWIN CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The SOUTH BALDWIN CHAMBER expressly agrees not to use any of the one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation not to exceed Fifty Thousand Dollars and 00/100 ($50,000.00), as provided by the COMMISSION, be utilized, by the SOUTH BALDWIN CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the SOUTH BALDWIN CHAMBER 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 SOUTH BALDWIN CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the SOUTH BALDWIN CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 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 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 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The SOUTH BALDWIN CHAMBER shall ensure that all materials publicizing or resulting from the one-time 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 SOUTH BALDWIN CHAMBER 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 10, 2023, a written report of its activities for the preceding period which commenced on October 1, 2022, 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 2021 or 2022, 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.

12. This Agreement, provided in the form as one (1) original instrument for the records of the SOUTH BALDWIN CHAMBER 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 SOUTH BALDWIN CHAMBER. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

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, 2022, and expiring September 30, 2023, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the SOUTH BALDWIN

CHAMBER. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the SOUTH BALDWIN CHAMBER.

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 the SOUTH BALDWIN CHAMBER 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:

BALDWIN COUNTY COMMISSION

_____
JAMES E. BALL
As Its: Chairman
Date: _____

ATTEST:

_____
RONALD J. CINK
Budget Director/Interim 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 JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Budget Director/Interim 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_____, 2022.

_____
NOTARY PUBLIC
My Commission expires: _____

SOUTH BALDWIN CHAMBER OF COMMERCE, INC.
PO Box 1117
Foley, AL 36536

_____
DONNA H. WATTS
As Its: President / CEO
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 DONNA H. WATTS, as President / CEO of the Board of Directors of the South Baldwin Chamber of Commerce, 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, she, as such President / CEO of the Board of Directors of the South Baldwin Chamber of Commerce, Inc. and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said South Baldwin Chamber of Commerce, Inc.

GIVEN under my hand and seal this the_____day of_____, 2022.

_____
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____