

STATE OF ALABAMA        )

COUNTY OF BALDWIN    )

**AGREEMENT**

WHEREAS, the GULF COAST RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL (hereinafter referred to as “GULF COAST RC&D”) is a nonprofit corporation, organized under the laws of the State of Alabama, the purpose of which is to provide local leadership in developing and carrying out an action-oriented plan to conserve, develop and utilize the natural resources for the betterment of social, economic and environmental conditions of the areas comprised of Baldwin County, Alabama, Escambia County, Alabama, and Mobile County, Alabama; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as COMMISSION) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which the GULF COAST RC&D was organized helps to develop and carry out action-oriented plans which shall conserve, develop, and utilize the natural resources of Baldwin County, and within its service area, which benefits and protects the county’s environment and overall environmental well-being of the general public and within said GULF COAST RC&D’s service area and, therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Three Thousand Two Hundred Fifty Dollars (\$3,250.00), by and through its Baldwin County Fiscal Year 2018-2019 Budget, to pay the GULF COAST RC&D funds as membership dues applicable to the COMMISSION’s continued membership and participation with said GULF COAST RC&D.

WHEREAS, the COMMISSION makes such one-time funding appropriation to the GULF COAST RC&D 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 whereof are hereby acknowledged, the parties hereto, do 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 GULF COAST RC&D shall continue to develop and carry out action-oriented plans which shall conserve, develop, and utilize the natural resources of Baldwin County, and within its service area, which benefits and protects the county’s environment and overall environmental well-being of the general public.
3.     All GULF COAST RC&D facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: GULF COAST RC&D facilities, activities and services must be utilized in accordance with GULF COAST RC&D policies.
4.     The GULF COAST RC&D 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 the GULF COAST RC&D with a one-time funding appropriation of Three Thousand Two Hundred Fifty Dollars (\$3,250.00) to pay the GULF COAST RC&D funds as membership dues applicable to the COMMISSION’s continued membership and participation

with said GULF COAST RC&D which membership continues public national resource conservation purposes in and benefiting Baldwin County, Alabama.

6. The GULF COAST RC&D 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 or utilize the county telephone system for non-public purposes. 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 the GULF COAST RC&D, only toward the purposes set forth in this Agreement.
7. The GULF COAST RC&D 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 the GULF COAST RC&D 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 the GULF COAST RC&D 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 GULF COAST RC&D is an agent of the COMMISSION.
9. The GULF COAST RC&D 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. The GULF COAST RC&D 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 3, 2019, a written report of its activities for the preceding period which commenced on October 1, 2018, to ensure the proper expenditure of the subject funding appropriation.
12. This Agreement, as provided in the form of one (1) original instrument for the records of the GULF COAST RC&D, 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 GULF COAST RC&D.
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, 2018,

and expiring September 30, 2019, and may be amended only by written amendment executed by the COMMISSION and the GULF COAST RC&D. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the GULF COAST RC&D. Notwithstanding the aforementioned, the GULF COAST RC&D acknowledges and agrees that all its obligations under this Agreement and the COMMISSION's right to enforce such obligations survive the expiration and / or termination of this Agreement.

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

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
FRANK BURT, JR.  
As Its: Chairman  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
RONALD J. CINK  
County Administrator/Budget Director

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 FRANK BURT, JR., as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director 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/Budget Director 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

**GULF COAST RESOURCE CONSERVATION AND  
DEVELOPMENT COUNCIL**  
**Post Office Box 281**  
**Atmore, Alabama 36502**

\_\_\_\_\_  
By:  
As Its: Chairman, Board of Directors  
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 \_\_\_\_\_, as Chairman of the Board of Directors of the Gulf Coast Resource Conservation and Development Council, 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, as such Chairman of the Board of Directors of the Gulf Coast Resource Conservation and Development Council, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Gulf Coast Resource Conservation and Development Council.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_