

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, BALDWIN COUNTY UNITED (hereinafter referred to as "BALDWIN COUNTY UNITED") is a nonprofit corporation organized under the laws of the State of Alabama the purpose of which is to bring together all people in the Greater Baldwin County (Alabama) Area to unite toward common goals for a better countywide community; 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 desires to provide funding assistance to BALDWIN COUNTY UNITED to support BALDWIN COUNTY UNITED's Annual "Day of Thanks [public] Breakfast," at 8:30 a.m., on November 20, 2018, at the Baldwin County Central Annex, in Robertsedale, Alabama (hereinafter referred to as "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast"); and

WHEREAS, the COMMISSION recognizes the community and civic purposes for which BALDWIN COUNTY UNITED was organized and, furthermore, was assured, by BALDWIN COUNTY UNITED that "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast," will be open to all the citizens of Baldwin County at no charge; and

WHEREAS, further, the COMMISSION recognizes that "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast," shall join community leaders (government, commercial, private and economic) and citizens together, promote cultural endeavors of the general public and provide a public forum to strengthen the civic virtues of good citizenship and patriotism which, collectively, promote the economic well-being of the citizens of the county; and

WHEREAS, to benefit as well as promote the aforesaid purposes benefiting the general public, the COMMISSION wishes to render a one-time funding appropriation to BALDWIN COUNTY UNITED to be used exclusively to assist in the provision of "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast," which will be open to all citizens of Baldwin County at no charge; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to BALDWIN COUNTY UNITED 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. *Slaw son v. Alabama Forestry Commission* 631 So. 2nd 953 (Ala. 1994); and

WHEREAS, this appropriation is compliant with Section 45-2-161 of the Code of Alabama 1975 and Resolution #2019-011 of the Baldwin County Commission (as adopted during the October 16, 2018, regular meeting).

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. BALDWIN COUNTY UNITED shall continue to bring together all people in the Greater Baldwin County (Alabama) Area to unite toward common goals for a better countywide community.
3. All BALDWIN COUNTY UNITED facilities, services, activities and membership shall be made available to the general public.
4. BALDWIN COUNTY UNITED shall have a nondiscriminatory policy, and its facilities, services, activities and membership shall be available to the general public regardless of race, age, gender, disability or religion.
5. The COMMISSION shall assist BALDWIN COUNTY UNITED, by providing a one-time funding appropriation of Two Thousand and Five Hundred Dollars (\$2,500), in its provision of "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast," which activity shall join community leaders (government, commercial, private and economic) and citizens together, promote cultural endeavors of the general public and provide a public forum to strengthen the civic virtues of good citizenship and patriotism which, collectively, promote the economic well-being of the citizens of the county.
6. BALDWIN COUNTY UNITED expressly agrees that "BALDWIN COUNTY UNITED's Annual Day of Thanks Public Breakfast" will be open to all citizens of Baldwin County at no charge and, furthermore, shall be available to the general public regardless of race, age, gender, disability or religion.
7. BALDWIN COUNTY UNITED expressly agrees not to use any of the onetime funding appropriation set forth at Section 5 of this Agreement in a manner inconsistent with his Agreement and, furthermore, agrees not to use the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation provided by the COMMISSION be utilized by BALDWIN COUNTY UNITED only toward the public purposes as provided at Section 5 of this Agreement.
8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in BALDWIN COUNTY UNITED 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 BALDWIN COUNTY UNITED is an agent of the COMMISSION.
9. BALDWIN COUNTY UNITED shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, 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 BALDWIN COUNTY UNITED 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.
10. BALDWIN COUNTY UNITED 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 with the following comparable footnote: 'This activity was supported by the Baldwin County Commission.'
11. Notwithstanding anything written 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 onetime funding appropriation.

12. BALDWIN COUNTY UNITED agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to 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. This provision shall survive the expiration of this Agreement.

13. This Agreement, provided in the form as one (1) original instrument for the records of BALDWIN COUNTY UNITED and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and BALDWIN COUNTY UNITED. This Agreement shall be in effect for a period of three (3) months, or in a shorter time as may be determined by the COMMISSION, commencing October 16, 2018, and expiring January 16, 2019, and can be amended, during the aforementioned period of three (3) months, only by written amendment executed by the COMMISSION and BALDWIN COUNTY UNITED. Notwithstanding the aforementioned, BALDWIN COUNTY UNITED acknowledges and agrees that all its obligations under this Agreement and the COMMISSION'S rights to enforce such obligations survive the expiration and / or termination of this Agreement.

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

ATTEST

BALDWIN COUNTY COMMISSION

RONALD J. CINK
County Administrator

By: FRANK BURT, JR.
As Its: Chairman

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County 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 of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me 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 the act of said Baldwin County Commission.

GIVEN, under my hand and Seal this the _____ day of _____, 2018.

Notary Public
My Commission expires: _____

BALDWIN COUNTY UNITED
P. O. Box 286
Fairhope, Alabama 36532

By: Warren W Hopper
As its: President
Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County and the State of Alabama, hereby certify that WARREN W HOPPER, whose name as President of Baldwin County United, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such President of Baldwin County United and with full authority, executed the same voluntarily for and as the act of BALDWIN COUNTY UNITED on this the day the same bears date.

GIVEN, under my hand and Seal this the _____ day of _____, 2018.

Notary Public
My Commission expires: _____