

AGREEMENT
BETWEEN
THE BALDWIN COUNTY LEGISLATIVE DELEGATION
AND THE BALDWIN COUNTY COMMISSION

1. **Parties.** This Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the Baldwin County Legislative Delegation, composed of the members of the Alabama House of Representatives and Alabama State Senate who represent Baldwin County, Alabama, in the Legislature of Alabama (hereinafter referred to as the “Baldwin County Legislative Delegation”), and the Baldwin County Commission (hereinafter referred to as “County”).

2. **Background.** The Alabama Law Enforcement Agency (hereinafter referred to as “ALEA”) requested the County open the Baldwin County Satellite Courthouses in Foley, Alabama, and Fairhope, Alabama, on Saturdays in order to allow the State Driver’s License Offices located said courthouses to be opened to the public from 7:00 a.m. to 3:00 p.m., beginning January 11, 2020.

3. **Purpose.** The Baldwin County Legislative Delegation has agreed to pay \$17,212.00 in funds to the County for the public purpose of assisting the County with the additional salary and benefits of the County’s custodial staff caused by the opening of said courthouses on Saturdays.

4. **Effective Date.** This Agreement is effective on January 11, 2020. This Agreement shall continue in full force and effect through and including January 11, 2021. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless terminated with or without cause by either party upon ninety (90) days written notice.

5. **Responsibilities of the County.** The County will open the Foley and Fairhope Satellite Courthouses and engage its custodial staff on Saturdays from 7:00 a.m. to 3:00 p.m., beginning January 11, 2020, unless said courthouses are closed due to a state or federal holiday, inclement weather, or other unforeseeable events.

6. **Responsibilities of the Baldwin County Legislative Delegation.** The Baldwin County Legislative Delegation shall pay \$17,212.00 to the County for the public purpose of covering the additional salary and benefits that will be incurred due to the custodial staff working on Saturdays. The parties agree that within thirty (30) days of any automatic renewal of this Agreement, the funding amount owed by the Baldwin County Legislative Delegation will be adjusted for inflation, if any.

7. **General Provisions.**

(a) **Amendments.** Any changes, modifications, revisions or amendments to this Agreement shall be mutually agreed upon by the parties and incorporated by written instrument.

(b) **Applicable Law.** The parties acknowledge and agree that this Agreement shall in all respects shall be governed by the laws of the State of Alabama, including without limitation, all issues related to formation, interpretation, and available remedies, without regard to Alabama conflict of law principals.

(c) **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

(d) **Sovereign Immunity.** The parties do not waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and offenses provided by law with respect to any action based on or occurring as a result of this Agreement.

(e) **Third Party Beneficiary.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for breach of this Agreement.

8. **Signatures and Witness Whereof.** The parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

THIS SPACE INTENTIONALLY LEFT BLANK

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
SENATOR CHRIS ELLIOTT Date _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that CHRIS ELLIOTT, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: REP. JOE FAUST _____ Date _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that JOE FAUST, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: SENATOR GREG ALBRITTON _____
Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that GREG ALBRITTON, whose name as Senator and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. STEPHEN MCMILLAN Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that STEPHEN MCMILLAN, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: REP. HARRY SHIVER Date _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that HARRY SHIVER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: _____
REP. MATT SIMPSON Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MATT SIMPSON, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

BALDWIN COUNTY LEGISLATIVE DELEGATION

By: REP. ALAN BAKER _____ Date _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that ALAN BAKER, whose name as Representative and a member of the Baldwin County Legislative Delegation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Legislative Delegation.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

**AGREEMENT APPROVED BY:
BALDWIN COUNTY COMMISSION**

By: _____
BILLIE JO UNDERWOOD Date
Its: Chair

ATTEST:

By: _____
WAYNE A. DYESS Date
Its: County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD, whose name as Chair and WAYNE A. DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the forgoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this ____ day of _____, 2020.

Notary Public
My Commission Expires: _____