

STATE OF ALABAMA        )

COUNTY OF BALDWIN     )

**AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into between BAY MINETTE ROTARY CLUB (hereinafter referred to as “BM ROTARY CLUB”), commonly known as Rotary International Club No. 7242 and located within the City of Bay Minette, Alabama, remains affiliated to their larger parent organization, known as Rotary International, 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 BM ROTARY CLUB, commonly known as Rotary International Club No. 7242 and located within the City of Bay Minette, Alabama, remains affiliated to their larger parent organization, known as Rotary International, which seeks to provide civic service to others, the promotion of high ethical standards, and the advancement of world understanding, goodwill, and peace through its fellowship of business, professional, and community leaders; and

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

WHEREAS, the COMMISSION recognizes the civic purposes for which the BM ROTARY CLUB was organized, said civic purposes strengthening the virtues of good citizenship, patriotism, and providing a venue for community service by individuals and businesses to promote and strengthen the civic fabric of the North Baldwin County, Alabama, community; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2020-2021 Budget, desires to provide a one-time total funding appropriation of Five Hundred Dollars and 00/100 (\$500) to aid the BM ROTARY CLUB in its provision of flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the BM ROTARY CLUB 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).

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. With the funding assistance provided by the COMMISSION as set forth herein, the BM ROTARY CLUB will provide flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto.
3. All BM ROTARY CLUB facilities, services, activities and membership shall be made available to the general public in accordance with BM ROTARY CLUB rules and policies.
4. The BM ROTARY CLUB shall have a nondiscriminatory policy and its facilities, services, activities and membership shall be available to the general public.
5. The COMMISSION shall assist the BM ROTARY CLUB with a one-time funding appropriation of Five Hundred Dollars and 00/100 (\$500), such one-time funding appropriation used exclusively by the BM ROTARY CLUB to assist with the payment of costs associated to the provision of flags of the United States of America to be affixed around the Baldwin County Courthouse at the County Seat in Bay Minette, Alabama, for American patriotic holidays and at times of national and local significance as deemed appropriate by the BM ROTARY CLUB, said provision of flags promoting and strengthening the civic virtues associated to citizenship and the public responsibilities associated thereto.
6. The BM ROTARY CLUB expressly agrees not to use any of the one-time funding appropriation of Five Hundred Dollars and 00/100 (\$500) outside the purpose set forth by this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Hundred Dollars and 00/100 (\$500) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Hundred Dollars and 00/100 (\$500), as provided by the COMMISSION, be utilized, by the BM ROTARY CLUB, only toward the purpose set forth by this Agreement.
7. To the fullest extent allowed by law, the BM ROTARY CLUB shall full 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 BM ROTARY CLUB 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 obligation set forth herein 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 BM ROTARY CLUB 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 BM ROTARY CLUB is an agent of the COMMISSION.
  9. The BM ROTARY CLUB shall ensure that all materials publicizing or resulting from the one-time funding appropriation as provided for by this Agreement contain an acknowledgement of the COMMISSION's assistance with said acknowledgement 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 BM ROTARY CLUB 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 11, 2021, a written report of its activities for the preceding period which commenced on October 1, 2020, 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 BM ROTARY CLUB 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 BM ROTARY CLUB. 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, 2020, and expiring September 30, 2021, and may be amended, during said aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and BM ROTARY CLUB. 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 BM ROTARY CLUB.
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 BM ROTARY CLUB 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**

\_\_\_\_\_  
BILLIE JO UNDERWOOD

As Its: Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
WAYNE 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 BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, 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 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 \_\_\_\_\_, 2020.

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

**BAY MINETTE ROTARY CLUB**  
**Bay Minette Rotary Village**  
**2211 McMillan Road**  
**Bay Minette, Alabama 36507**

\_\_\_\_\_  
By:  
As Its: President, 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 President of the Board of Directors of the Bay Minette Rotary Club, 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 President of the Board of Directors of the Bay Minette Rotary Club and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Bay Minette Rotary Club.

GIVEN under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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