



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
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(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

October 21, 2015

Ms. Susan F. Wingard
Alabama Extension Service/Alabama Cooperative Extension Service
Baldwin County Office
302A Byrne Street
Bay Minette, Alabama 36507

RE: Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2015-2016 County Budget

Dear Ms. Wingard:

Please find enclosed, for dissemination, two **original Agreements** approved during the September 15, 2015, meeting between the Commission and the Alabama Extension Service/Alabama Cooperative Extension Service. This *Agreement* appropriates county public funds for activities benefiting a myriad of public purposes as set forth within the *Agreement* in the amounts of \$51,380.00 and \$2,400.00 (non-conveyable).

The term of the *Agreement* commenced on October 1, 2015, and expires on September 30, 2016, and may be terminated per the parameters as set forth therein.

If you have not received a check within forty-five (45) days of receipt of this correspondence, please contact Eva Cutsinger, Senior Accountant, at (251) 580-2521.

If you have any questions or need further assistance, please do not hesitate to contact Ron Cink, Budget Director/Interim County Administrator, at (251) 580-2550.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item GA1

cc: Ron Cink

ENCLOSURE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RECEIVED
OCT 16 2015
BY: Mee

AGREEMENT

WHEREAS, the ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM (hereinafter referred to as "ACES") is organized in accordance with, and exercising those powers conferred by, Section 2-30-1, *et seq.*, of the Code of Alabama (1975); 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 ACES serves as the primary outreach organization for the land-grant mission of Alabama A&M University and Auburn University, which delivers research-based educational programs that enable people to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development; and

WHEREAS, to accomplish the aforementioned and in Baldwin County, Alabama, ACES maintains an office (hereinafter referred to as "ACES BALDWIN COUNTY OFFICE"), providing its research-based educational programs, in Baldwin County, Alabama, whereby ACES BALDWIN COUNTY OFFICE assists the general public of Baldwin County, Alabama, toward the fulfillment of ACES research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2015-2016 Budget, approved a one-time total funding appropriation of Fifty-one Thousand and Three Hundred and Eighty Dollars (\$51,380.00) to exclusively aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama, and, furthermore, the COMMISSION set aside Two Thousand and Four Hundred Dollars (\$2,400.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in its continuance of the public purposes, in Baldwin County, Alabama, as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to ACES 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. ACES shall continue to deliver research-based educational programs to, and which enable, the people of the State of Alabama to improve their quality of life and economic well-being, said research-based educational programs including, but not limited to, agriculture, forestry and natural resources, urban and nontraditional programs, family and individual well-being, community and economic development and 4-H and youth development.
3. ACES shall continue their provision of the ACES BALDWIN COUNTY OFFICE to provide its research-based educational programs, in Baldwin County, Alabama, to assist the general public of Baldwin County, Alabama, toward the fulfillment of ACES's research-based educational programs which benefit the quality of life and economic well-being of the general public, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama.
4. All ACES and ACES BALDWIN COUNTY OFFICE facilities, services and activities shall be made available to the general public.
5. ACES and ACES BALDWIN COUNTY OFFICE shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.
6.
 - a. The COMMISSION will convey to ACES a one-time total funding appropriation of Fifty-one Thousand and Three Hundred and Eighty Dollars (\$51,380.00) as financial assistance to be used exclusively by the ACES BALDWIN COUNTY OFFICE to aid the ACES BALDWIN COUNTY OFFICE continue its research-based educational programs benefiting the quality of life and economic well-being of the general public of Baldwin County, Alabama, including advocating educational programs important to the continued sustenance of the agricultural community of Baldwin County, Alabama; and
 - b. The COMMISSION will set aside Two Thousand and Four Hundred Dollars(\$2,400.00) to pay for internal costs related to the use of the county telephone system by the ACES BALDWIN COUNTY OFFICE in their continuance of the public purposes as enumerated at Section 2-30-1, *et seq.*, of the Code of Alabama (1975), said Two Thousand and Four Hundred Dollars (\$2,400.00) remaining separate and apart from the one-time total funding appropriation provided at Section 6. [a] of this Agreement and non-conveyable to ACES or the ACES BALDWIN COUNTY OFFICE.
7. ACES and the ACES BALDWIN COUNTY OFFICE, both, expressly agree not to use the one-time total funding appropriation set forth at Section 6 of this Agreement outside the purposes provided at Section 6 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 6 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 total funding appropriation set forth at Section 6 of this Agreement, as provided by the COMMISSION, be conveyed by ACES to the ACES BALDWIN COUNTY OFFICE and utilized, by said ACES BALDWIN COUNTY OFFICE, in a manner consistent with this Agreement.
8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in ACES and / or the ACES BALDWIN COUNTY OFFICE 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 ACES and / or the ACES BALDWIN COUNTY OFFICE is / are (an) agent(s) of the COMMISSION.

9. ~~To the fullest extent allowed by law, ACES and the ACES BALDWIN COUNTY OFFICE shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 9 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 ACES, ACES BALDWIN COUNTY OFFICE 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 9 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement. See note.~~
10. ACES and the ACES BALDWIN COUNTY OFFICE 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."
11. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime 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.
12. ACES and the ACES BALDWIN COUNTY OFFICE 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 1, 2016, a written report of its activities for the preceding period which commenced on October 1, 2015, to ensure the proper expenditure of the subject funding appropriation.
13. This Agreement, provided in the form as one (1) original instrument for the records of ACES and one (1) original instrument for the records of the ACES BALDWIN COUNTY OFFICE and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement
14. 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, 2015,

Note: The Alabama Cooperative Extension System (ACES) cannot agree to the indemnity provision in paragraph 9. As a state entity protected by sovereign immunity which cannot be waived, ACES cannot effectively agree to pay claims that would be covered by such a provision. ACES will be solely responsible for any liability, claims, loss, damages, injury, costs & attorney's fees arising out of educational services provided by Baldwin County Extension Office employees.

and expiring September 30, 2016, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and ACES and the ACES BALDWIN COUNTY OFFICE. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to ACES and the ACES BALDWIN COUNTY OFFICE.

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

BALDWIN COUNTY COMMISSION

Charles F. Gruber
CHARLES F. GRUBER
As Its: Chairman
Date: 10-20-15

ATTEST:

Ronald J. Cink
RONALD J. CINK, Interim County Administrator



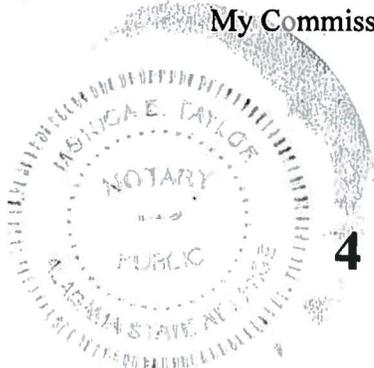
STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as 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 20th day of October, 2015.

Monica E. Taylor
NOTARY PUBLIC

My Commission expires: My Commission Expires 09/05/2016



ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM

For Stacy M. Walker
DR. GARY LEMME
As Its: Director
Date: 10/13/2015

STATE OF ALABAMA)
COUNTY OF Lee)

I, the undersigned authority, a Notary Public, in and for Lee County, Alabama, and the State of Alabama, hereby certify that DR. GARY LEMME, as Director of the Alabama Extension Service / Alabama Cooperative Extension System, 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 Director of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Alabama Extension Service / Alabama Cooperative Extension System.

*Stacy M. Walker
Director
Fin. Services
ACES*

GIVEN under my hand and seal this the 13th day of October, 2015.

Andrew C. Russo
NOTARY PUBLIC
My Commission expires: _____

*Notary Public - Alabama State At Large
My Commission Expires
May 29, 2017
Bonded Thru Notary Public Underwriters*

ALABAMA EXTENSION SERVICE / ALABAMA COOPERATIVE EXTENSION SYSTEM BALDWIN COUNTY OFFICE
302A Byrne Street
Bay Minette, Alabama 36507

Susan F. Wingard
SUSAN F. WINGARD
As Its: (Baldwin) County Extension Coordinator
Date: 10-16-15

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 SUSAN F. WINGARD, as the (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, 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 (Baldwin) County Extension Coordinator of the Alabama Extension Service / Alabama Cooperative Extension System, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of the Baldwin County Office of the Alabama Extension Service / Alabama Cooperative Extension System.

GIVEN under my hand and seal this the 16th day of October 2015.

Sandra Watton
NOTARY PUBLIC
My Commission expires: 4/2/2017

