COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

November 30, 2015

Ms. Gail Quezada
Executive Director
Central Baldwin Chamber of Commerce, Inc.
Post Office Box 587
Robertsdale, Alabama 36567

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

Dear Ms. Quezada:

Please find enclosed, for your files, a **fully executed original** *Agreement* approved by the Baldwin County Commission, during its regularly scheduled meeting held on September 15, 2015, between the Commission and the Central Baldwin Chamber of Commerce, Inc. This *Agreement* appropriates county public funds for activities benefiting a myriad of public purposes set fort within the *Agreement* in the amount of $500.00.

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, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

CFG/met/akg/Item GA1

cc: Ron Cink

ENCLOSURE

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the CENTRAL BALDWIN CHAMBER OF COMMERCE, INC. (hereinafter referred to as "CENTRAL BALDWIN CHAMBER") is a nonprofit corporation organized to advertise, promote and assist the Central Baldwin County, Alabama, business community to benefit the economic environment of Baldwin 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 advertisement, promotion and assistance provided by the CENTRAL BALDWIN CHAMBER, within and for the county's business and commercial community, benefits the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county and, therefore, the COMMISSION, by and through their Baldwin County Fiscal Year 2015-2016 Budget, approved a one-time funding appropriation to assist said CENTRAL BALDWIN CHAMBER in their advertisement, promotion and assistance to the county's business and commercial community as well as to accomplish the provisions set forth within this Agreement; and

WHEREAS, the COMMISSION makes such one-time funding appropriation to the CENTRAL BALDWIN CHAMBER 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); and

WHEREAS, additionally, the aforesaid one-time funding appropriation remains compliant with Amendment No. 750 to the Constitution of Alabama 1901.

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. The CENTRAL BALDWIN CHAMBER shall continue their advertisement, promotion and assistance within and for the county's business and commercial community to benefit the overall economic environment of Baldwin County, Alabama, which promotes the economic well-being of the citizens of the county.

3. All CENTRAL BALDWIN CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the CENTRAL BALDWIN CHAMBER's rules and policies.

4. The CENTRAL BALDWIN CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.

5. The COMMISSION will assist the CENTRAL BALDWIN CHAMBER by providing a one-time funding appropriation of Five Hundred Dollars ($500.00) to provide funding assistance to the CENTRAL BALDWIN CHAMBER to aid in their continued advertisement, promotion and assistance within and for the county's business and commercial community and, furthermore, by accepting such one-time funding appropriation the CENTRAL BALDWIN CHAMBER agrees to perform the additional services, as follows:

   a. Gather and distribute information about Baldwin County, Alabama, for residents, visitors, businesses and industrial prospects; and

   b. Work with the Baldwin County Economic Development Alliance to attract and promote new and expanding commercial and industrial prospects within Baldwin County, Alabama; and

   c. Help keep informed their respective CENTRAL BALDWIN CHAMBER members about the activities of their county government; and

   d. Keep the members of the COMMISSION informed of the activities and concerns in their respective business community.

6. The CENTRAL BALDWIN CHAMBER expressly agrees not to use any of the one-time funding appropriation of Five Hundred Dollars ($500.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Hundred Dollars ($500.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Hundred Dollars ($500.00), as provided by the COMMISSION, be utilized, by the CENTRAL BALDWIN CHAMBER in a manner consistent with this Agreement.

7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in the CENTRAL BALDWIN CHAMBER 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 CENTRAL BALDWIN CHAMBER is an agent of the COMMISSION.

8. To the fullest extent allowed by law, the CENTRAL BALDWIN CHAMBER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 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 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 8 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.

9. The CENTRAL BALDWIN CHAMBER shall ensure that all materials publicizing or resulting from the one-time 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 CENTRAL BALDWIN CHAMBER 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.

12. This Agreement, provided in the form as one (1) original instrument for the records of the CENTRAL BALDWIN CHAMBER 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 CENTRAL BALDWIN CHAMBER. 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, 2015, 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 the CENTRAL BALDWIN CHAMBER. 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 CENTRAL BALDWIN CHAMBER.

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

BALDWIN COUNTY COMMISSION

~~CHARLES F. GRUBER~~ Tucker Dorsey
As Its: Chairman
Date: 11/30/15

ATTEST:

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,~~ Tucker Dorsey 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 Interim 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 30th day of November, 2015.

NOTARY PUBLIC
My Commission expires: My Commission Expires: October 12, 2019

CENTRAL BALDWIN CHAMBER OF COMMERCE, INC.
Post Office Box 587
Robertsdale, Alabama 36567

_____
~~JAMIE MANGION~~ Gail Quezada
As Its: ~~Director of Operations~~ Executive Director
Date: 11/20/15

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 JAMIE MANGION, as Director of Operations of the Central Baldwin Chamber of Commerce, Inc., 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 Director of Operations of the Board of Directors of the Central Baldwin Chamber of Commerce, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Central Baldwin Chamber of Commerce, Inc.

GIVEN under my hand and seal this the 20th day of November, 2015.

Amelia Mosley
NOTARY PUBLIC
My Commission expires: 5/12/2018

AMELIA MOSLEY NOTARY PUBLIC ALABAMA STATE AT LARGE

AMELIA MOSLEY NOTARY MY COMM. EXPIRES May 12, 2018 PUBLIC STATE OF ALABAMA