



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

March 22, 2016

Mr. Walter Penry, Chairman
Baldwin County Library Cooperative, Inc.
Post Office Box 399
Robertsdale, Alabama 36567

RE: Baldwin County Library Cooperative, Inc. - Special Appropriation

Dear Mr. Penry:

Please find enclosed a **fully executed original** *Agreement* approved during the March 1, 2016, Baldwin County Commission meeting between the Commission and the Baldwin County Library Cooperative, Inc. (BCLC). This *Agreement* approves a one-time special appropriation of not more than \$7,500.00, from the "Library Services Fund," to the Baldwin County Library Cooperative, Inc. to assist the BCLC with its short-term financial burden in order to continue the public purpose of providing quality library services to the citizens of Baldwin County.

If you have not received a check within forty-five (45) days from receipt of this letter, 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

AG/met Item BA5

cc: Ron Cink
Kim Creech
Eva Cutsinger
Liz Reed, Director, BCLC (Letter Only)

ENCLOSURE

RECEIVED
MAR 17 2016
BY: BV

STATE OF ALABAMA)
COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, THE BALDWIN COUNTY LIBRARY COOPERATIVE, INC. (hereinafter referred to as the "COUNTY LIBRARY COOPERATIVE"), is an Alabama nonprofit corporation organized to, among other things enumerated in its governing Articles of Incorporation, provide quality library service to every individual in Baldwin County through the provision of general library services including, but not limited to, the Bookmobile, outreach services and support and encouragement for the county's many municipal libraries; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as the "COMMISSION") remains the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama; and

WHEREAS, while the COUNTY LIBRARY COOPERATIVE remains organized as an Alabama nonprofit corporation, its governing By-laws provide that it shall have those duties and responsibilities authorized by Section 11-90-1, et seq., of the Code of Alabama (1975), which Alabama law authorizes the formation of Free Public Libraries, both municipal and county, and that said Alabama law is utilized in the appointment of its 5 member Board of Trustees, which the COMMISSION is authorized to seat by appointment; and

WHEREAS, specifically, Section 11-90-1 of the Code of Alabama (1975) provides as follows: "The county commissions of the counties of this state and municipalities, through their governing bodies, may establish and maintain or aid in establishing and maintaining free public libraries for the use of the citizens of the respective counties or municipalities, either separately or in connection with public schools, and to that end may accept gifts, donations, and bequests of land, buildings or money therefor and may make appropriations from the county or municipal treasury in support thereof in such sums as they may deem proper. . .;" and

WHEREAS, to accomplish its general mission of aiding the network of Free Public Libraries throughout all Baldwin County, Alabama, both municipal and county, the COUNTY LIBRARY COOPERATIVE remains a recipient of local county public video entertainment device taxes as authorized by Section 45-2-244.160 of the Code of Alabama (1975) and as further approved by the COMMISSION; and

WHEREAS, the COUNTY LIBRARY COOPERATIVE receives supplemental state aid by the Alabama Public Library Service to support and improve the COUNTY LIBRARY COOPERATIVE's public pursuits in Baldwin County, Alabama; and

WHEREAS, as authorized by Section 11-90-1 of the Code of Alabama (1975), the COMMISSION desires to make a one-time special appropriation of Seven Thousand and Five Hundred Dollars (\$7,500.00) to the COUNTY LIBRARY COOPERATIVE to ease the short-term financial burden of the COUNTY LIBRARY COOPERATIVE; and

WHEREAS, the COMMISSION makes the aforesaid funding assistance and other assistance to the COUNTY LIBRARY COOPERATIVE 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. The COUNTY LIBRARY COOPERATIVE shall continue the public purpose of providing quality library service to every individual in Baldwin County through the provision of general library services including, but not limited to, the Bookmobile, outreach services and support and encouragement for the county's many municipal libraries which collectively accomplishes its general mission of aiding the network of Free Public Libraries throughout all Baldwin County, Alabama, both municipal and county.
3. All COUNTY LIBRARY COOPERATIVE facilities, services, membership and activities shall be made available to the general public.
4. The COUNTY LIBRARY COOPERATIVE shall have a nondiscriminatory policy, and its facilities, services, membership and activities shall be available to the general public regardless of race, age, sex, disability or religion.
5. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the COUNTY LIBRARY COOPERATIVE on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that the COUNTY LIBRARY COOPERATIVE is an agent of the COMMISSION.
6. To the fullest extent allowed by law, the COUNTY LIBRARY COOPERATIVE 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 COUNTY LIBRARY COOPERATIVE 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 6 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
7. The COUNTY LIBRARY COOPERATIVE shall ensure that all materials publicizing or resulting from the funding assistance 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."
8. 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, or any quarterly installment thereof, 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, or any quarterly installment thereof.

9. This Agreement, provided in the form as one (1) original instrument for the records of the COUNTY LIBRARY COOPERATIVE 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 COUNTY LIBRARY COOPERATIVE. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
10. This Agreement shall be in effect for a period of twelve (12) months, or such shorter time as may be determined by the COMMISSION, commencing March 1, 2016, and expiring March 1, 2017, and may be amended by written amendment executed by the COMMISSION and the COUNTY LIBRARY COOPERATIVE. 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 COUNTY LIBRARY COOPERATIVE.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date as set forth by their respective signatures.



BALDWIN COUNTY COMMISSION

Tucker Dorsey
 TUCKER DORSEY
 As Its: Chairman
 Date: 3/22/16

ATTEST:

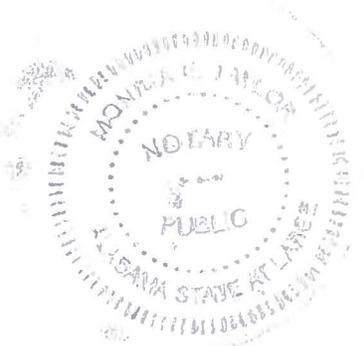
Ronald J. Cink
 RONALD J. CINK
 As Its: County Administrator

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 TUCKER DORSEY, 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 and on this day that, being informed of the contents of said instrument, they, as such officers 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 22nd day of March, 2016.

Monica E Taylor
 NOTARY PUBLIC
 My Commission expires: My Commission Expires 09/05/2016



BALDWIN COUNTY LIBRARY COOPERATIVE, INC.
Post Office Box 399
Robertsdale, Alabama 36567

Walter E. Penry, Jr.
WALTER PENRY, JR.

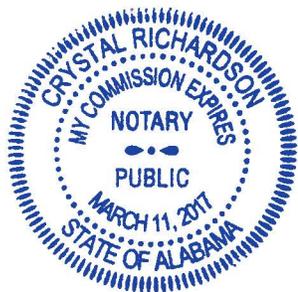
As Its: Chairman

Date: 3-15-16

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 WALTER PENRY, JR., as Chairman of the Board of Trustees of the Baldwin County Library Cooperative, 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, he, as such Chairman of the Board of Trustees of the Baldwin County Library Cooperative, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Library Cooperative, Inc.

GIVEN under my hand and seal this the 15 day of March, 2016.



Crystal Richardson
NOTARY PUBLIC
My Commission expires: 3-11-17