



## 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 1, 2016

Mr. Lee Lawson  
Southwest Alabama Workforce Development Council  
605 Bel Air Boulevard  
Suite 32  
Mobile, Alabama 36606

**RE: Appropriation Agreement Aligned to the Baldwin County Fiscal Year  
2016-2017 County Budget**

Dear Mr. Lawson:

Please find enclosed a **fully executed original** *Agreement* approved during the October 18, 2016, Baldwin County Commission meeting. This *Agreement* appropriates county public funds (as follows) for activities benefiting a myriad of public purposes as set forth within the *Agreement*:

Southwest Alabama Workforce Development Council (not to exceed \$22,500.00)

The term of the *Agreement* shall commence on October 1, 2016, and expire on September 30, 2017, 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

AG/met Item BA2

cc: Ron Cink  
Kim Creech  
Eva Cutsinger

ENCLOSURE

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )



**AGREEMENT**

WHEREAS, the SOUTHWEST ALABAMA WORKFORCE DEVELOPMENT COUNCIL (hereinafter referred to as "SAWDC") is an employer-established and employer-led non-profit organization whose mission is to develop strategic partnerships which attract, educate and train students and workers to better meet employer needs and foster economic growth in a global marketplace.

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 purposes for which the SAWDC was organized helps to foster economic growth in a global marketplace by developing a comprehensive, integrated workforce development system which creates a skilled, diverse, motivated, and adaptable workforce that better meets the needs of employers and leads to a better quality of life for Baldwin County, Alabama citizens; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, by and through their Baldwin County Fiscal Year 2016-2017 Budget, approved a one-time total funding appropriation of Twenty-two Thousand and Five Hundred Dollars (\$22,500.00) to aid the SAWDC in the continuation of its public purposes in Baldwin County, Alabama, specifically, as funding assistance towards the development of a comprehensive, integrated workforce development system in Southwest Alabama; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the SAWDC 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 SAWDC shall continue to develop a comprehensive, integrated workforce development system for Southwest Alabama and thus benefit economic development and workforce retention in Baldwin County, Alabama.
3. All SAWDC facilities, services and activities shall be made available to the general public.

4. The SAWDC 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.
5. The COMMISSION shall assist the SAWDC by providing a one-time total funding appropriation of Twenty-two Thousand and Five Hundred Dollars (\$22,500.00) to be used specifically as funding assistance towards the development of a comprehensive, integrated workforce development system for Southwest Alabama and thus benefit economic development and workforce retention in Baldwin County, and in the furtherance of its public purposes in Baldwin County, Alabama.
6. The SAWDC expressly agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the SAWDC, 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 SAWDC 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 SAWDC is an agent of the COMMISSION.
8. To the fullest extent allowed by law, the SAWDC 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 SAWDC 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 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.
9. The SAWDC 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."
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 SAWDC 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, 2017, a written report of its activities for the preceding period which commenced on October 1, 2016, 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 SAWDC 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 SAWDC. 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, 2016, and expiring September 30, 2017, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the SAWDC. 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 SAWDC.

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

**BALDWIN COUNTY COMMISSION**

  
 \_\_\_\_\_  
 J. TUCKER DORSEY T. Christopher Elliott  
 As Its Chairman  
 Date: November 1, 2016

ATTEST:

  
 \_\_\_\_\_  
 RONALD J. CINK  
 County Administrator/Budget Director



STATE OF ALABAMA )  
COUNTY OF BALDWIN )

T. Christopher  
Elliott

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that ~~J. TUCKER DORSEY~~, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director of the Baldwin County Commission, whose name 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/Budget Director 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 15<sup>th</sup> day of November, 2016.

T. Christopher Elliott  
NOTARY PUBLIC  
My Commission expires: 11-23-19



**SOUTHWEST ALABAMA WORKFORCE DEVELOPMENT  
COUNCIL**

**605 Bel Air Boulevard, Suite 32  
Mobile, Alabama 36606**

*Lee Lawson*

\_\_\_\_\_  
LEE LAWSON

As Its: Chairman

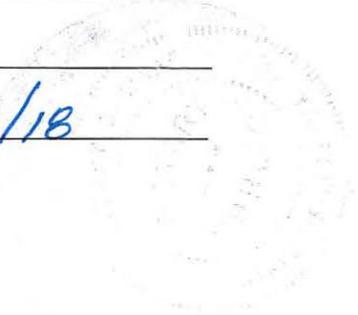
Date: *10/26/16*

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 LEE LAWSON, as Chairman of the Southwest Alabama Workforce Development Council, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Southwest Alabama Workforce Development Council, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Southwest Alabama Workforce Development Council.

GIVEN under my hand and seal this the *26<sup>th</sup>* day of *October*, 2016.

*Sherry Wade*  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: *11/18/18*





SWALABA-01

HANCOCKM

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> S.S. Nesbitt & Company 960 Downtowner Blvd Mobile, AL 36609	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (251) 344-5530		FAX (A/C, No): (251) 343-0653
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  SW Alabama Workforce Dev Council Reg 9 Inc 605 Bel Air Blvd Suite 32 Mobile, AL 36606	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: American States Insurance Company</b>		[REDACTED]
	<b>INSURER B: Benchmark Ins Co</b>		[REDACTED]
	<b>INSURER C:</b>		[REDACTED]
	<b>INSURER D:</b>		[REDACTED]
	<b>INSURER E:</b>		[REDACTED]

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	10/17/2016	10/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	[REDACTED]	11/13/2015	11/13/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 COVERAGE FOR WORKERS COMPENSATION COVERAGE IS LIMITED TO THE PROVISIONS OF THE ALABAMA WORKERS COMPENSATION LAW

<b>CERTIFICATE HOLDER</b>  Baldwin County Commission 111 Blackburn Ave Bay Minette, AL 36507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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