



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. Steven D. Carey
President
Mobile Bay Area Veterans Day Commission, Inc.
Post Office Box 2187
Mobile, Alabama 36652-2187

RE: Resolution #2017-002 - Appropriation from the Commission Discretionary Fund

Dear Mr. Carey:

Please find enclosed a **fully executed copy** of the *Agreement* approved during the October 4, 2016, Baldwin County Commission meeting, with the Mobile Bay Area Veterans Day Commission, Inc. This *Agreement* appropriates \$2,000.00 to the Mobile Bay Area Veterans Day Commission, Inc., a domestic nonprofit corporation listed in the Office of the Alabama Secretary of State at Entity ID Number 772-605, to assist the Mobile Bay Area Veterans Day Commission, Inc., in the conduct of its 2016 Veterans Day Activities in Mobile, Alabama, whereby numerous Baldwin County citizens and Veterans of the Armed Forces of the United States participate, said appropriation/expenditure, in the judgment of this honorable county governing body, is worthy and in the best interest of the county, and which shall promote the economic well-being of the citizens of the county by and through strengthened economic ties between the Veterans of Mobile and Baldwin Counties and all the citizens of both counties which cooperation shall benefit the commercial sector of Baldwin County which proprietors include Baldwin County's many Veterans.

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
Donna Bryars

ENCLOSURE

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the MOBILE BAY AREA VETERANS DAY COMMISSION, INC. (hereinafter referred to as "VETERANS DAY COMMISSION"), is a nonprofit corporation organized to, among other things enumerated in their governing Articles of Incorporation, support and conduct an annual enhanced Veterans Day observance in the greater Mobile Bay (Alabama) area to honor the veterans and members of the seven uniformed services of the United States and the United States Merchant Marine, as well as all reserve, National Guard and inactive components of such services; further, to recognize all past, present and future contributions of these men and women to the security and well being of our nation; and, further, to seek an increased public awareness of the value of the contributions and accomplishments of veterans and their role in shaping American history; and

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

WHEREAS, the COMMISSION recognizes the public and civic purposes for which the VETERANS DAY COMMISSION was organized, said public and civic purposes strengthening the economic ties of the Veterans of Mobile and Baldwin Counties and the virtues of good citizenship, patriotism, furthermore, providing a venue to honor all Alabamians who participated in all armed conflicts of the United States, representing the veterans of all branches of the United States Armed Services in all conflicts and educating the public on their contributions and sacrifices through annual Veterans Day activities and, in recognition of the aforesaid public and civic purposes, the COMMISSION desires to appropriate Two Thousand Dollars (\$2,000.00) to the VETERANS DAY COMMISSION, to partner with the VETERANS DAY COMMISSION in its provision of the VETERANS DAY COMMISSION 2016 Veterans Day Public Activities to be conducted on November 11, 2016, in Mobile, Alabama (hereinafter referred to as "2016 VETERANS DAY ACTIVITIES"); and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the VETERANS DAY COMMISSION 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

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:

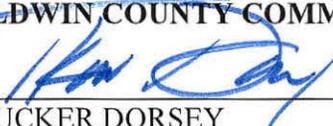
1. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
2. All VETERANS DAY COMMISSION facilities, services and activities, including, but not limited the 2016 VETERANS DAY ACTIVITIES, shall be accessible to the general public in accordance with VETERANS DAY COMMISSION rules and policies.

3. The VETERANS DAY COMMISSION and 2016 VETERANS DAY ACTIVITIES shall have a nondiscriminatory policy, and its facilities, services and activities, including, but not limited to the 2016 VETERANS DAY ACTIVITIES, shall be available to the general public regardless of race, age, gender, disability or religion.
4. The COMMISSION shall assist the VETERANS DAY COMMISSION by providing the VETERANS DAY COMMISSION a one-time total funding appropriation of Two Thousand Dollars (\$2,000.00) to partner with the VETERANS DAY COMMISSION in its provision of the 2016 VETERANS DAY ACTIVITIES to be conducted on November 11, 2016, in Mobile, Alabama, which activities shall benefit the public and civic purposes of strengthening the virtues of good citizenship, patriotism, furthermore, honoring all Alabamians who participated in all armed conflicts of the United States and representing the veterans of all branches of the United States Armed Services in all conflicts to, collectively, educate the public on their contributions and sacrifices.
5. The VETERANS DAY COMMISSION expressly agrees to use the one-time total funding appropriation set forth at Section 4 of this Agreement consistent with this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 4 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 4 of this Agreement, as provided by the COMMISSION, be utilized, by the VETERANS DAY COMMISSION only toward the purpose set forth at Section 4 of this Agreement.
6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the VETERANS DAY COMMISSION 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 VETERANS DAY COMMISSION is an agent of the COMMISSION.
7. To the fullest extent allowed by law, the VETERANS DAY COMMISSION shall fully indemnify, defend and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys 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 VETERANS DAY COMMISSION 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 obligations set forth herein shall survive the expiration or termination of this Agreement.
8. 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.
9. The VETERANS DAY COMMISSION agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:

- a. Supply to the COMMISSION, within thirty (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.
- 10. This Agreement, provided in the form as one (1) original instrument for the records of the VETERANS DAY COMMISSION 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 VETERANS DAY COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
- 11. This Agreement shall be in effect for a period of three (3) months, or in a shorter time as may be determined by the COMMISSION, commencing October 4, 2016, and expiring January 4, 2017, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the COMMISSION and the VETERANS DAY COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the VETERANS DAY COMMISSION.

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

BALDWIN COUNTY COMMISSION



 J. TUCKER DORSEY
 As Its: Chairman
 Date: 10/25/2016

ATTEST:



 RONALD J. CINK
 County Administrator/Budget Director



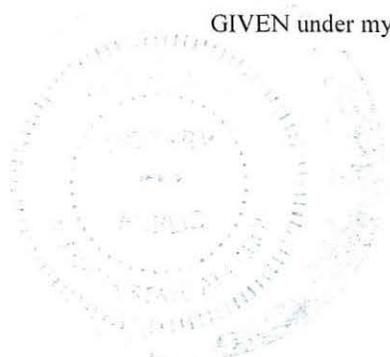
STATE OF ALABAMA)
 COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that 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 names are signed to the foregoing instrument and whom are known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such officers 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.

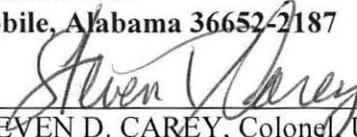
GIVEN under my hand and seal this the 25th day of October, 2016.



 NOTARY PUBLIC
 My Commission expires: 11/23/19



**MOBILE BAY AREA VETERANS DAY COMMISSION,
INC.
P.O. Box 2187
Mobile, Alabama 36652-2187**

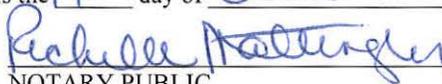


STEVEN D. CAREY, Colonel, U.S. Air Force (Retired)
As Its: President
Date: 10/17/16

STATE OF ALABAMA)
COUNTY OF Mobile)

I, the undersigned authority, a Notary Public, in and for Mobile County, Alabama, and the State of Alabama, hereby certify that STEVEN D. CAREY, Colonel, U.S. Air Force (Retired), as President of the Mobile Bay Area Veterans Day Commission, Inc., 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 President of the Mobile Bay Area Veterans Day Commission, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Mobile Bay Area Veterans Day Commission, Inc.

GIVEN under my hand and seal this the 17th day of October, 2016.



NOTARY PUBLIC
My Commission expires:

 ROCHELLE MATTINGLY
My Commission Expires
January 12, 2020