



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507

(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

April 19, 2022

MEMBERS  
DISTRICT 1. JAMES E. BALL  
2. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

Stephanie Loden  
Associate Registrar for Loans, Curator Branch  
Naval History and Heritage Command  
805 Kidder Breeze Street SE  
Washington Navy Yard, DC 20374-5060

**RE: Loan Agreement with U.S. Department of the Navy for Continued Display of USS Peterson Navy Bell**

Dear Ms. Loden:

The Baldwin County Commission, during its regularly scheduled meeting held on April 19, 2022, authorized me, as Chairman, to execute a Loan Agreement (L2017.045 ) between the Baldwin County Commission and the U.S. Department of the Navy, Naval History and Heritage Command, for the USS Peterson (DD969) Navy Bell to be displayed at the Foley Satellite Courthouse. The loan period is from April 18, 2022, to April 18, 2025.

Enclosed is the original Agreement for your file.

If you have any questions or need further assistance, please do not hesitate to contact me or Ronald J. Cink, Budget Director, at (251) 937-0264.

Sincerely,

JAMES E. BALL, Chairman  
Baldwin County Commission

JB/jb Item HA2

cc: Ron Cink  
Jeannie Peerson

ENCLOSURE(S)



NAVAL HISTORY AND HERITAGE COMMAND  
 CURATOR BRANCH  
 805 KIDDER BREESE STREET SE  
 WASHINGTON NAVY YARD, DC 20374-5060  
 (202) 685-8458 | (202) 433-2220 | curegistrar@navy.mil

**OUTGOING LOAN AGREEMENT**

**Borrower:** Baldwin County Commission  
**Address:** 312 Courthouse Square, Suite 12  
 Bay Minette, AL 36507

**Loan Number:** L2017.045

**Contact/Title:** Anu Gary, Administrative Services Manager  
**Phone:** (251) 580-2564  
**Email:** AGary@baldwincountyal.gov

**Period of the Loan:** 18 April 2022 to 18 April 2025

By this agreement, made on 18 April 2022 between the Naval History and Heritage Command, Curator Branch, hereinafter called "the Lender," and Baldwin County Commission, hereinafter called "the Borrower," located at 312 Courthouse Square, Suite 12, Bay Minette, AL, and, Pursuant to Public law 10 USC 2572, the Lender hereby loans one (1) artifact. See Attachment 1 for detailed artifact information.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and Attachments shall be sufficient cause for the Lender to repossess the loaned artifact(s). Repossession of any or all artifact(s) by the Lender shall be made at no cost or expense to the Government. Any costs for repossession will be the responsibility of the Borrower.

Executed on behalf of the Lender this 18<sup>th</sup> day of April, 2022.

Associate Registrar for Loans	LODEN.STEPHAN IE.M.1505467155	18 April 2022
Printed Title of NHHC Representative	Signature of NHHC Representative	Date

Digitally signed by  
 LODEN.STEPHANIE.M.1505467  
 155  
 Date: 2022.04.18 15:12:49 -04'00'

The Borrower, through its authorized representative, hereby agrees to accept delivery of the artifact(s) subject to the terms and conditions in the Loan Agreement and **all attachments**.

Executed on behalf of the Borrower this 18<sup>th</sup> day of April, 2022.

James E. Ball  
 Printed Name of Borrower

[Signature]  
 Signature Borrower

04/19/2022  
 Date



[Signature]  
 Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND  
CURATOR BRANCH  
805 KIDDER BREESE STREET SE  
WASHINGTON NAVY YARD, DC 20374-5060  
(202) 685-8458 | (202) 433-2220 | curegistrar@navy.mil

## OUTGOING LOAN AGREEMENT

---

**Borrower:** Baldwin County Commission

**Loan Number:** L2017.045

---

### NAVAL HISTORY AND HERITAGE COMMAND TERMS AND CONDITIONS FOR OUTGOING LOANS

#### **I. Initial, Annual, and Final Condition Reports**

- a) Upon initiation of this agreement—and prior to shipment—Lender will provide Borrower with a written initial condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Borrower will review and sign the initial condition report and notify Lender in writing of any discrepancies within seven days.
- b) Each year in the month of **APRIL**, during the course of the loan, Borrower will provide Lender with a written annual condition report describing the condition and location of the loaned artifact(s) including a current color photograph (preferably in digital format), and an updated point of contact (POC).
- c) Upon completion of this agreement—and prior to shipment—Borrower will provide Lender with a written final condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Lender will review and sign the final condition report and notify Borrower in writing of any discrepancies within seven days.

#### **II. Extension, Cancellation, and Termination**

- a) Any extension of the loan period must be approved by Lender in writing in advance of the loan expiration date. The request must be submitted 90 days prior to loan expiration.
- b) Lender may cancel this agreement at any time by providing 90 days' notice to the Borrower.
- c) Lender may immediately terminate this loan agreement if the loaned artifact(s) are placed in the Borrower's collection storage without prior written consent of Lender.
- d) Third-party loans are not permitted. Lender may immediately terminate this loan agreement if the loaned artifact(s) are found in the custody of another party without prior written consent of Lender.

#### **III. Shipping, Packing, and Transportation**

- a) Borrower is responsible for all packing, shipping, transportation, and storage expenses. All shipping, packing, and transportation arranged by Borrower, including movements of loaned artifact(s) between venues, must be approved by Lender at least four weeks in advance of shipping.
- b) Lender retains the right to require that loaned artifact(s) be accompanied by a courier designated by Lender during transport. The requirement of a courier will be established and all conditions agreed upon by Lender and Borrower in writing to be signed by both parties. The Borrower will discuss any unpacking, mounting, dismantling, and repacking of the loaned artifact(s) with the Lender prior to taking action.
- c) Borrower must return the artifact(s) in the same containers and materials as received unless otherwise arranged with Lender. Instructions provided by Lender for unpacking and repacking must be followed.
- d) Any temporary storage between venues is not permitted without specific advance consent by Lender.
- e) Government regulations will be adhered to in international shipments. Unless otherwise agreed to by both parties, the Lender is responsible for adhering to its country's import/export requirements and the Borrower is responsible for adhering to its country's import/export requirements.

---

Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND  
CURATOR BRANCH  
805 KIDDER BREESE STREET SE  
WASHINGTON NAVY YARD, DC 20374-5060  
(202) 685-8458 | (202) 433-2220 | curegistrar@navy.mil

## OUTGOING LOAN AGREEMENT

---

**Borrower:** Baldwin County Commission

**Loan Number:** L2017.045

---

### IV. Care and Preservation

- a) Loaned Artifact(s) must be treated in accordance with Attachments 2 and 3 at all times to ensure against loss, damage, or deterioration. Borrower also agrees to meet any special requirements for installation noted in Attachment 4.
- b) Loaned Artifact(s) may not undergo technical examination, physical modification, or conservation treatment of any type without written permission from Lender.
- c) No glue, pins, screws, nails, brackets, adhesive tape, wax, paint, or other mounting materials may be used that might leave any marks or evidence on the artifact(s).
- d) Only professional personnel under the supervision of Borrower's organization will be permitted to handle, move, pack, or unpack the loaned artifact(s). During the installation and de-installation, security personnel or other security precautions must be in place in the exhibit area. At no time during installation and de-installation may any loaned artifacts be left overnight unsecured or unattended.
- e) Unless otherwise specified in the attachment, Borrower will maintain constant and adequate protection of loaned artifact(s) from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, handling by unauthorized or inexperienced persons, or touching by the public. Loaned artifact(s) will only be unpacked and/or repacked, temporarily stored, and installed in areas where the temperature/humidity control, and security systems operate on a 24-hour-per-day, seven-days-per-week basis.
- f) Lender will provide handling and installation guidelines as appropriate.

### V. Costs and Fees

- a) Borrower is responsible for courier, transportation, customs, freight forwarding, insurance, crating, packing, storage, framing, conservation, and all other loan-related costs including those associated with loan cancellation or termination.
- b) Borrower is responsible for any and all costs associated with repairs made to any loaned artifact if the artifact was damaged or suffered deterioration while on display or otherwise in their care.

### VI. Damage, Loss, and Theft

In the event a loaned artifact is damaged, lost, stolen, or changed in condition in any way, whether in transit or while on exhibition, Borrower must immediately notify Lender phone (202) 433-7886, or (202) 433-2220 or email (curegistrar@navy.mil), followed by a written report of circumstances, including photographs. All packing and other materials must be saved for Lender review. In the event of emergency, Borrower must take all steps necessary to prevent any additional damage to loaned artifact(s). No repairs or conservation work shall be performed on loaned artifact(s) without Lender's prior written consent.

### VII. Insurance

- a) Non-Government entities must insure loaned artifact(s) during the period of this loan for the value stated on the face of this agreement. Loaned artifact(s) must be insured under an all-risk, wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoration, or retouching process; hostile or warlike action, insurrection, rebellion; nuclear reaction, nuclear radiation, or radioactive contamination.

  
Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND  
CURATOR BRANCH  
805 KIDDER BREESE STREET SE  
WASHINGTON NAVY YARD, DC 20374-5060  
(202) 685-8458 | (202) 433-2220 | curegistrar@navy.mil

## OUTGOING LOAN AGREEMENT

---

**Borrower:** Baldwin County Commission

**Loan Number:** L2017.045

---

- b) The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees arising out of claims on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned artifact(s).
- c) Borrower represents that the required coverage as described above will be secured and maintained and that the Lender will be named as additional insured. Documented evidence of Borrower's insurance (such as a copy of the policy and/or certificate of insurance) must be provided to and approved by Lender before loaned artifact(s) will be released.
- d) The Borrower shall obtain no property interest in the loaned artifact(s) by reason of this agreement and title shall remain with the Lender at all times.
- e) Either the Registrar or the Associate Registrar for Loans must be notified in writing at the above address by Borrower and their insurer at least 20 days prior to any cancellation or limitation in Borrower's policy.
- f) The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

### VIII. Credit and Reproduction

- a) Each artifact shall be labeled and credited in any publication as "provided courtesy of Naval History and Heritage Command."
- b) Photography is allowed for condition reporting and internal record keeping. Permission to publish or otherwise reproduce photographs of loaned artifact(s), including in exhibition catalogs, must be obtained directly from the Lender and the copyright holder when applicable.
- c) Exhibition label credit line must read: "Courtesy of Naval History and Heritage Command, Catalog No."

### IX. Conflicts

In the event of any conflict between this agreement and any borrower agreement, the terms of this agreement shall be controlling. The agreement will be construed in accordance with Federal law.

### X. Attachments

The following attachments apply to this loan agreement:

- Attachment 1: Detailed Artifact List
- Attachment 2: Display & Environmental Criteria
- Attachment 3: Artifact Care and Handling
- Attachment 4: Special Requirements for Installation

\_\_\_\_\_  
Borrower Initials




NAVAL HISTORY AND HERITAGE COMMAND  
CURATOR BRANCH  
805 KIDDER BREESE STREET SE  
WASHINGTON NAVY YARD, DC 20374-5060  
(202) 685-8458 | (202) 433-2220 | curegistrar@navy.mil

**OUTGOING LOAN AGREEMENT: Attachment 1: DETAILED ARTIFACT LIST**

**Borrower:** Baldwin County Commission

**Loan Number:** L2017.045

Accession Number	Artifact Description	Photo
NHHC 2002-52-26	Bell, Quarterdeck, USS Peterson (DD 969), Navy, US  Dimensions: 9"H x 10"Dia; 15lbs	

Borrower Initials



NAVAL HISTORY AND HERITAGE COMMAND  
CURATOR BRANCH  
805 KIDDER BREESE STREET SE  
WASHINGTON NAVY YARD, DC 20374-5060  
(202) 685-8458 | (202) 433-2220 | curegistrar@navy.mil

## OUTGOING LOAN AGREEMENT: Attachment 3: ARTIFACT CARE AND HANDLING

---

**Borrower:** Baldwin County Commission

**Loan Number:** L2017.045

---

### Basic Artifact Handling

- Artifacts should be treated as if they are extremely fragile, even if they do not appear so.
- Handle artifacts only when necessary.
- Move artifacts with care.
- Wear gloves appropriate for the material when handling artifacts; for example use nitrile glove when handling textiles, not cotton. If you have questions in this regard please contact the Lender.
- **DO NOT** eat, drink, or smoke while handling artifacts.
- **DO NOT** clean, polish, paint, or perform any other alteration to the artifact.
- **DO NOT** mount an artifact onto any other material without first obtaining consent from Lender.
- **DO NOT** glue, tape, staple, tack, etc., loaned artifacts onto any other material.

\_\_\_\_\_  
Borrower Initials

**From:** [Anu Gary](#)  
**To:** [stephanie.m.loden.civ@us.navy.mil](mailto:stephanie.m.loden.civ@us.navy.mil)  
**Cc:** [Anu Gary](#); [Ronald Cink](#); [Kristen Rawson](#)  
**Subject:** Annual Report (2023) for USS Peterson Bell - Accession Number: 2002-52-26  
**Date:** Friday, April 14, 2023 12:08:56 PM  
**Importance:** High

---

Via Email Only: [stephanie.m.loden.civ@us.navy.mil](mailto:stephanie.m.loden.civ@us.navy.mil)

Ms. Loden:

In accordance with our agreement with the US Navy, please let this email serve as the Baldwin County Commission's (Baldwin County, Alabama) annual 2023 report for the USS PETERSON Bell.

The USS PETERSON Bell remains in good condition on display at the Baldwin County Foley Satellite Courthouse located at 201 East Section Avenue, Foley, Alabama.

As required by the agreement, please see below the annual photographs of the USS PETERSON Bell. Please contact me if you have any questions or need further information.

On behalf of the Baldwin County Commission we appreciate the US Navy allowing Baldwin County, Alabama, the use of the USS PETERSON Bell as a memorial to our Veterans.

---













Sincerely,

**Anu Gary**

Administrative Services Manager  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507  
(251) 580-2564 office

