



**COUNTY COMMISSION  
BALDWIN COUNTY**

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(251) 580-2500 Fax

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Administrative Services Manager  
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Kristen M. Rawson  
Assistant Administrative Services Manager  
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(251) 580-1696

October 8, 2021

Ms. Casey Williams, President  
Eastern Shore Chamber of Commerce  
327 Fairhope Avenue  
Fairhope, Alabama 36532

**RE: Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2021-2022  
Budget**

Dear Ms. Williams:

Please find enclosed a **fully executed original** *Agreement* approved during the September 21, 2021, Baldwin County Commission meeting, with the below indicated entity to appropriate county public funds for activities benefiting a myriad of public purposes as set forth within the *Agreement*:

Eastern Shore Chamber of Commerce (\$5,000.00)

The term of the *Agreement* commenced on October 1, 2021, and expires September 30, 2022, 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 Dana Austin, Accounting Manager, at (251) 580-2393.

If you have any questions or need further assistance, please do not hesitate to contact Ron Cink, Budget Director, at (251) 580-1646.

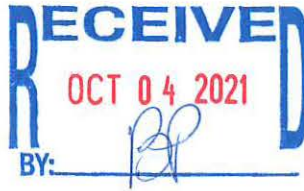
Sincerely,

KRISTEN M. RAWSON  
Assistant Administrative Services Manager  
Baldwin County Commission

KMR/vk Item BE6

cc: Ron Cink  
Cian Harrison  
Dana Austin

ENCLOSURE(S)



STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

**AGREEMENT**

WHEREAS, the EASTERN SHORE CHAMBER OF COMMERCE, INC. (hereinafter referred to as "EASTERN SHORE CHAMBER"), is a nonprofit corporation organized to advertise, promote and assist the Baldwin County Eastern Shore 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 EASTERN SHORE 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 2021-2022 Budget, approved a one-time funding appropriation to assist said EASTERN SHORE 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 EASTERN SHORE 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 and Amendment No. 772 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 EASTERN SHORE 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 EASTERN SHORE CHAMBER facilities, services, membership and activities shall be made available to the general public in accordance with the EASTERN SHORE CHAMBER's rules and policies.

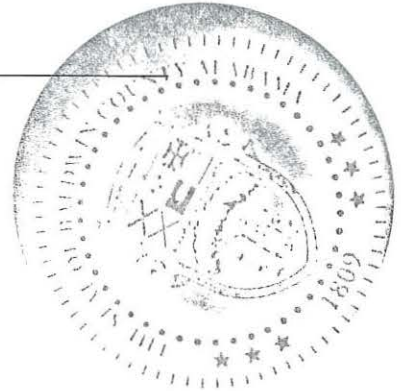


4. The EASTERN SHORE CHAMBER shall have a nondiscriminatory policy, and its facilities, services, membership and activities will be available to the general public regardless of race, age, sex, disability or religion.
5. The COMMISSION will assist the EASTERN SHORE CHAMBER by providing a one-time funding appropriation of Five Thousand Dollars (\$5,000) to provide funding assistance to the EASTERN SHORE 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 EASTERN SHORE 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 EASTERN SHORE 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 EASTERN SHORE CHAMBER expressly agrees not to use any of the one-time funding appropriation of Five Thousand Dollars (\$5,000.00) outside the purposes set forth in this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation of Five Thousand Dollars (\$5,000.00) to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation of Five Thousand Dollars (\$5,000.00), as provided by the COMMISSION, be utilized, by the EASTERN SHORE 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 EASTERN SHORE 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 EASTERN SHORE CHAMBER is an agent of the COMMISSION.
8. To the fullest extent allowed by law, the EASTERN SHORE 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

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

**BALDWIN COUNTY COMMISSION**

  
\_\_\_\_\_  
JOE DAVIS, III  
As Its: Chairman  
Date: 10/5/2021

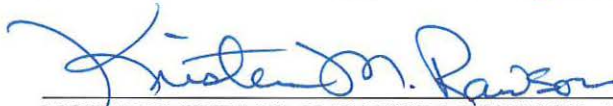


ATTEST:  
  
\_\_\_\_\_  
WAYNE DYESS  
County Administrator

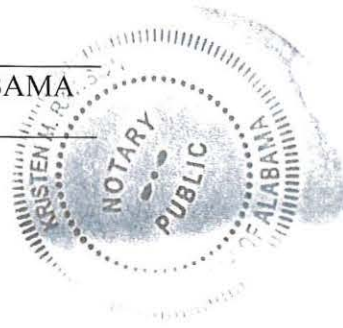
STATE OF ALABAMA            )  
COUNTY OF BALDWIN        )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that JOE DAVIS, III, as Chairman of the Baldwin County Commission, and WAYNE DYESS, 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 Chairman and 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 5<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA  
My Commission expires: \_\_\_\_\_

**My Commission Expires:**  
**December 28, 2024**



**EASTERN SHORE CHAMBER OF COMMERCE,  
INC.**

**327 Fairhope Ave.  
Fairhope, AL 36532**

*Casey Gay Williams*

CASEY GAY WILLIAMS

As Its: President

Date: \_\_\_\_\_

*9/29/2021*

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 CASEY GAY WILLIAMS, as President of the Board of Directors of the Eastern Shore 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 President of the Board of Directors of the Eastern Shore 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 Eastern Shore Chamber of Commerce, Inc.

GIVEN under my hand and seal this the 29<sup>th</sup> day of Sept., 2021

*Janet S. McGlothlen*  
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA  
My Commission expires: 11-15-2023

