



**COUNTY COMMISSION
BALDWIN COUNTY**

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May 22, 2019

The Honorable John Koniar
Mayor
City of Foley
Post Office Box 1750
Foley, Alabama 36535

RE: Memorandum of Understanding Between the City of Foley and the Baldwin County Commission for Funding Towards a Tri-city Animal Shelter Needs Assessment

Dear Mayor Koniar:

Please find enclosed a **fully executed original** *Memorandum of Understanding between the City of Foley and the Baldwin County Commission* approved during the May 7, 2019, Baldwin County Commission meeting. This *Memorandum of Understanding* appropriates \$5,000.00 to be used towards a tri-city animal shelter needs assessment.

The *Memorandum of Understanding (MOU)* will be effective the day and date last signed and executed by the duly authorized representatives of the parties to this *MOU* and the governing bodies of the respective parties and remain in full force until September 30, 2019, or until terminated with or without cause by either party upon sixty (60) days written notice.

If you have any questions or need further assistance, please do not hesitate to contact Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,

ANU GARY, Administration/Records Manager
Baldwin County Commission

AG/met Item BD11

cc: Wayne Dyess
Christie Davis
The Honorable Tony Kennon, Mayor, City of Gulf Shores (Letter Only)
The Honorable Robert Craft, Mayor, City of Orange Beach (Letter Only)

ENCLOSURE(S)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLEY AND
THE BALWIN COUNTY COMMISSION**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Foley, Alabama (hereinafter "Foley") and the Baldwin County Commission (hereinafter "County").

2. **Background.** The cities of Foley, Gulf Shores and Orange Beach, Alabama requested funding assistance from the County to have a needs assessment study for a tri-city animal shelter performed. Five-thousand dollars (\$5,000.00) was requested which represents one-fourth (1/4) of the cost of the needs assessment.

3. **Purpose.** The purpose of this MOU is to authorize the payment of Five-thousand dollars (\$5,000.00) to Foley to be used exclusively towards the needs assessment study for the tri-city shelter and to assert that in the event a needs assessment is not purchased, Foley will be required to return the payment of Five-thousand dollars (\$5,000.00) to County.

4. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the respective parties. This MOU shall remain in full force until September 30, 2019, or until terminated with or without cause by either party upon sixty (60) days written notice.

5. **Responsibilities of Foley.** Foley will be responsible for ensuring the Five-thousand dollars (\$5,000.00) appropriation from the County is paid to the Shelter Planners of America, the organization that the cities of Foley, Gulf Shores and Orange Beach have chosen to perform the needs assessment study for a tri-city shelter. In the event a different organization is chosen to perform the needs assessment, Foley will notify County of that change. In the event a needs assessment is not performed, Foley is responsible for returned the Five-thousand dollar (\$5,000.00) appropriation to County.

6. **Responsibilities of County.** The County will make a payment of Five-thousand dollars (\$5,000.00) to Foley to be exclusively used towards a needs assessment study for a tri-city shelter.

7. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the parties to this MOU, shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The parties acknowledge and agree that this MOU shall in all respects be governed by the laws of the state of Alabama, including, without limitation, all issues relating to formation, interpretation and available remedies, without regard to Alabama conflict of law principles.

C. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. **Sovereign Immunity.** Foley and County and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

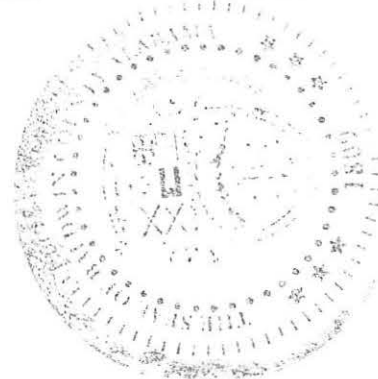
IN WITNESS WHEREOF, each of the parties has caused this MOU to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

COUNTY:
BALDWIN COUNTY, ALABAMA

Charles F. Gruber / Date 5/21/19
CHARLES F. GRUBER / Date
Chairman

ATTEST:

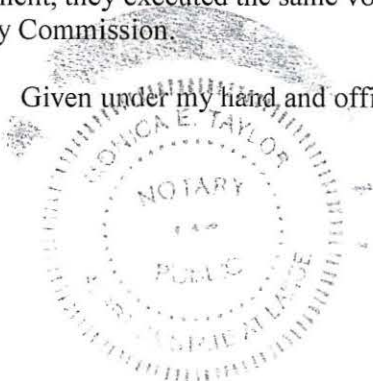
Wayne Dyess / Date 5/21/19
WAYNE DYESS / Date
County Administrator



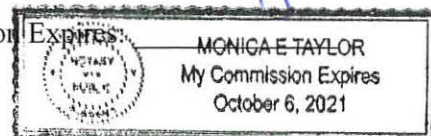
STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Monica E. Taylor, a Notary Public in and for said County, in said State, Budget Director hereby certify that CHARLES F. GRUBER and WAYNE DYESS, whose names as Chairman and County Admin Administrator of the Baldwin County Commission, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily with full authority to do so for and as an act of the Baldwin County Commission.

Given under my hand and official seal this the 21st day of May, 2019.



Monica E. Taylor
Notary Public
My Commission Expires:





CITY:
CITY OF FOLEY, ALABAMA

[Signature] /Date 5/15/19
Mayor
John E. Koniar
Print Name

ATTEST:

Kathryn Taylor /Date 5-15-19
City of Foley Clerk
Kathryn Taylor
Print Name

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Kathryn Embry, a Notary Public, in and for said County in said State, hereby certify that John Koniar, Mayor, and Kathryn Taylor, City/Town Clerk, whose names as Mayor and City Clerk of Foley, respectively, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily with full authority to do so for and as an act of Foley, Alabama.

Given under my hand and official seal this the 15th day of May, 2019.

[Signature]
Notary Public
My Commission Expires: _____

