



**COUNTY COMMISSION
BALDWIN COUNTY**

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Bay Minette, Alabama 36507
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(251) 580-2500 Fax

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Kristen M. Rawson
Assistant Administrative Services Manager
Kristen.rawson@baldwincountyal.gov
(251) 580-1696

May 5, 2021

Ms. Allison Moore, Executive Director
Jennifer Claire Moore Foundation
Post Office Box 490
Foley, Alabama 36536

**RE: Appropriation Agreements Aligned to the Baldwin County Fiscal Year 2020-2021
Budget**

Dear Ms. Moore:

Please find enclosed a **fully executed original** Agreement approved during the September 22, 2020, 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*:

Jennifer Claire Moore Foundation (\$2,000)

The term of the *Agreement* commenced October 1, 2020, and expires September 30, 2021, 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, Budget Director, at (251) 580-1646.

Sincerely,

KRISTEN M. RAWSON

Assistant Administrative Services Manager
Baldwin County Commission

KMR/vk Item BE13

cc: Ron Cink
Cian Harrison
Eva Cutsinger
Christie Davis

ENCLOSURE(S)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between JENNIFER CLAIRE MOORE FOUNDATION, an Alabama non-profit corporation (hereinafter referred to as the "JCMF"), and the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as "COMMISSION"), and is effective the date last executed below.

WHEREAS, the JCMF is an Alabama non-profit corporation the purpose of which is to empower Baldwin County, Alabama students to become academically, socially and emotionally successful; to recognize and resolve conflict; to value diversity, and to be advocates for positive changes and healthy choices through the Peer Helper Program; 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 purposes for which the JCMF was organized helps to educate, mentor and teach Baldwin County youth how to successfully navigate the pressures of day-to-day life issues and excel into adulthood through the Peer Helper Program and, therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Two Thousand Dollars and 00/100 (\$2,000.00), by and through its Baldwin County Fiscal Year 2020-2021 Budget, to pay the JCMF funds specifically allocated towards the Peer Helper Program.

WHEREAS, the COMMISSION makes such one-time funding appropriation to the JCMF 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. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

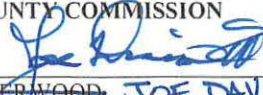
1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
2. The JCMF shall continue to develop and carry out the Peer Helper Program which benefits the youth of Baldwin County, Alabama, as well as the general public.
3. All JCMF facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: JCMF facilities, activities and services must be utilized in accordance with JCMF policies.
4. The JCMF shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.
5. The COMMISSION will assist the JCMF with a one-time funding appropriation of Two Thousand Dollars and 00/100 (\$2,000.00) to pay the JCMF funds specifically allocated towards the Peer Helper Program with said funding to benefit the youth of Baldwin County, Alabama, as well as the general public.

and the COMMISSION's right to enforce such obligations survive the expiration and / or termination of this Agreement.

- 14. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.
- 15. Should the COMMISSION employ an attorney or attorneys to enforce any of the terms and conditions hereof, the COMMISSION shall be entitled to recover from the JCMF all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.
- 16. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.


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

BALDWIN COUNTY COMMISSION



 BILLIE JO UNDERWOOD JOE DAVIS, III.
 As Its: Chairman
 Date: May 4, 2021

ATTEST:

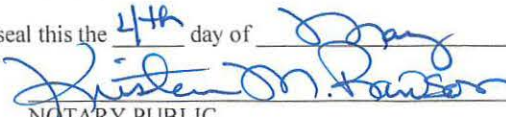


 WAYNE DYESS
 County Administrator

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 BILLIE JO UNDERWOOD, 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 4th day of May, 2021.



 NOTARY PUBLIC
 My Commission expires: _____



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

JENNIFER CLAIRE MOORE FOUNDATION
PO BOX 490
FOLEY, AL 36536

Frances Holk-Jones

By:

As Its: Chairman, Board of Directors

Date: April 26, 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 Frances Holk-Jones, as Chairman of the Board of Directors of the Jennifer Claire Moore Foundation, 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, he/she, as such Chairman of the Board of Directors of the Jennifer Claire Moore Foundation, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Jennifer Claire Moore Foundation.

GIVEN under my hand and seal this the 26 day of April, 2020. 2021

[Signature]
NOTARY PUBLIC

My Commission expires: Jan 9, 2024