

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the BALDWIN TOGETHER LONG TERM RECOVERY PROJECT. (hereinafter referred to as "Baldwin Together") is Long Term Recovery Group formed by the Baldwin Moving Forward Countywide Recovery Working group under the direction of Baldwin County Voluntary Organizations Active in Disaster for the purpose of providing assistance and a unified referral source so that the residents Baldwin County, Alabama, will have a better chance of recovery from the COVID-19 Pandemic; 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 Baldwin Together was organized is to assist and support the people of Baldwin County in recovery from the economic, sociological, and emotional impacts of the COVID-19 pandemic. This will be accomplished through public and private partnerships, diversified communication strategies, and coordinated case management beginning with the initial intake process through "back on your feet" status. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Fifty Thousand Dollars (\$50,000.00), by and through its Baldwin County Fiscal Year 2019-2020 Budget, to pay the Baldwin Together funds allocated towards Case Management Personnel costs.

WHEREAS, the COMMISSION makes such one-time funding appropriation to Baldwin Together 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. Baldwin Together shall provide case management assistance and a unified referral source so that the residents Baldwin County, Alabama, will have a better chance of recovery from the COVID-19 Pandemic which provides a valuable public service.
3. All Baldwin Together facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: Baldwin Together facilities, activities and services must be utilized in accordance with Baldwin Together policies.
4. Baldwin Together 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 Baldwin Together with a one-time funding appropriation of Fifty Thousand Dollars (\$50,000.00) to pay Baldwin Together/CAA specifically allocated towards funding Case Management Personnel so that Baldwin County residents who are struggling as a result of the COVID-19 pandemic have a "one-stop" resource for assistance and referrals and can complete the process of recovery; with \$25,000.00 to be

paid by the Commission to Baldwin Together/CAA upon approval and the remaining \$25,000.00 to Baldwin Together/CAA upon the satisfactory completion of the mid-term viability review.

6. Baldwin Together expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by Baldwin Together, only toward the purposes set forth in this Agreement.
7. Baldwin Together shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") 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 Baldwin Together 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. This provision shall survive the expiration or termination of this Agreement.
8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in Baldwin Together 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 Baldwin Together is an agent of the COMMISSION.
9. Baldwin Together shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time 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.
11. Baldwin Together agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
 - a. Supply to the COMMISSION, within 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.
 - b. File with the COMMISSION no later than February 1, 2021, a written report of its activities for the preceding period which commenced on August 1, 2020 and a copy of an annual report that includes the appropriation period to ensure the proper expenditure of the subject funding appropriation.
12. This Agreement, as provided in the form of one (1) original instrument for the records of Baldwin Together, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and Baldwin Together.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing August 1, 2020, and expiring July 30, 2021, and may be amended only by written amendment executed by the COMMISSION and Baldwin Together. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to Baldwin Together. Notwithstanding the aforementioned, Baldwin Together acknowledges and agrees that all its obligations under this Agreement and the COMMISSION's right to enforce such obligations survive the expiration and / or termination of this Agreement.

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

BALDWIN COUNTY COMMISSION

Billie Jo Underwood

BILLIE JO UNDERWOOD

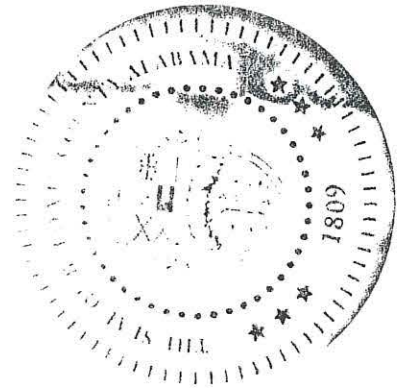
As Its: Chairman

Date: 7/21/2020

ATTEST:

Wayne Dyess

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 21st day of July, 2020.

Wayne Dyess
NOTARY PUBLIC *Wayne Dyess*
My Commission expires: **February 25, 2023**



**BALDWIN TOGETHER LONG TERM RECOVERY PROJECT
9315 SPANISH FORT BLVD.
SPANISH FORT, AL 36527**

Dana Jepsen
By: Dana Jepsen
As Its: BC VOAD Chair
Date: 07/21/2020

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 Dana Jepsen., as Chair of the Baldwin County Voluntary Organizations Active in Disaster, 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 Chair of the Baldwin County Voluntary Organizations Active in Disaster, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin Together Long Term Recovery Project.

GIVEN under my hand and seal this the 21st day of July 2020.

[Signature]
NOTARY PUBLIC
My Commission expires: **February 25, 2023**

