

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MOBILE AND THE MOBILE COUNTY PROBATE COURT

This Intergovernmental Agreement (“Agreement”) is made and entered this _____ day of _____, 2023, by and between the City of Mobile, Alabama, an Alabama municipal corporation (“City”) and The Probate Court of Mobile County, Alabama (“Probate Court”), for the public purpose of providing funding assistance for administering the 2023 City of Mobile Annexation Election. Together, the City and the Probate Court are referred to herein as “Parties” and individually as a “Party.” To that end the parties agree as follows:

1. City agrees to provide funding assistance to Probate Court in the sum of \$120,295.18;
2. Probate Court agrees to use the funds received from City exclusively for its operations in support of administering the 2023 City of Mobile Annexation Election;
3. Probate Court and City agree that this agreement does not obligate either party to provide permanent or additional funding beyond the term of this agreement;
4. The Parties agree that nothing herein shall make Probate Court an agent or joint venturer of City for any purpose and that the City has no financial interest in the operation of Probate Court;
5. Upon full execution of this agreement by both parties (hereafter ‘the Effective Date’), the funds will be disbursed in one lump sum of \$120,295.18, after presentation by Probate Court of an invoice requesting the disbursement;
6. Probate Court agrees to refund to City any portion of the funds which are unused or used for any other purpose;
7. Probate Court shall be, and at all times remain, responsible for administering the 2023 City of Mobile Annexation Election, and City shall have no liability in connection therewith.
8. Probate Court affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State. The Probate Court agrees that it shall comply with all the requirements of the State of Alabama Immigration Law.
9. Probate Court represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, the parties have each cause this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

CITY OF MOBILE, A Municipal Corporation

BY _____
WILLIAM S. STIMPSON, Mayor

DATE _____

ATTEST:

BY: _____
Its City Clerk

OFFICE OF MOBILE COUNTY PROBATE COURT

By: _____
DONALD T. DAVIS
Mobile County Judge of Probate

DATE _____