

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the CINDY HABER CENTER, INC., formerly known as the MR/DD BOARD, INC., (hereinafter referred to as “CINDY HABER CENTER”) is a public corporation organized pursuant to Section 22-51-1 through Section 22-51-14 of the Code of Alabama (1975) and by Articles of Incorporation in Miscellaneous Book 78, p. 1204-1213 as filed in the Office of Judge of Probate of Baldwin County, Alabama, and by Articles of Amendment to Articles of Incorporation in Miscellaneous Book 101, p. 1825-1839 as filed in the Office of Judge of Probate of Baldwin County, Alabama, as amended by an Article of Amendment to said aforesaid instrument at Instrument Number 796792 as filed in the Office of Judge of Probate of Baldwin County, Alabama, and as amended by 2009 Restated Articles of Incorporation as filed in the Office of Judge of Probate of Baldwin County, Alabama, at Instrument Numbers 1268630, 1268629, 1268631, 1268632, and 1268633, as amended by an Article of Amendment to said aforesaid instrument at Instrument Number 1690309 as filed in the Office of Judge of Probate of Baldwin County, Alabama; and

WHEREAS, the ALABAMA DEPARTMENT OF MENTAL HEALTH (hereinafter referred to as “ALABAMA MH”) is a department of state government of the State of Alabama organized pursuant to Article 1, 2, 3, 4 and 5 of Title 22, Subtitle 2, Chapter 50 of the Code of Alabama (1975); 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 the public purposes which are accomplished by the CINDY HABER CENTER in their comprehensive service area including Baldwin County, Alabama, Clarke County, Alabama, and Washington County, Alabama, of benefit to citizens afflicted with the malady of mental retardation and / or developmental disabilities, said provision of services benefiting the health and welfare of the affected general public; and

WHEREAS, in recognition of the aforementioned, the COMMISSION, by and through its Baldwin County Fiscal Year 2018-2019 Budget, approved a one-time funding appropriation of Thirty Thousand Dollars (\$30,000.00) to aid the CINDY HABER CENTER with transportation costs for its clients in Baldwin County, Alabama, in order to allow them to have an ability to access CINDY HABER CENTER programs, said programs including, but not limited, to those enumerated at Section 22-51-1 (8) d. of the Code of Alabama (1975); and

WHEREAS, with respect to Section 22-51-14 of the Code of Alabama (1975), in order for the COMMISSION to make said aforementioned one-time funding appropriation, the COMMISSION, CINDY HABER CENTER and ALABAMA MH must, and do hereby, all agree

and assent to said funding assistance from the COMMISSION to the CINDY HABER CENTER;
and

WHEREAS, further, the COMMISSION makes such one-time funding appropriation to the CINDY HABER CENTER 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).

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 CINDY HABER CENTER shall continue to accomplish its purposes as set forth at Section 22-51-1 through Section 22-51-14 of the Code of Alabama (1975) which benefit citizens afflicted with the malady of mental retardation and / or developmental disabilities, said provision of services benefiting the health and welfare of the affected general public.
3. All CINDY HABER CENTER facilities, services and activities shall be made available to the affected and applicable general public in accordance with federal, state and / or local law.
4. The CINDY HABER CENTER shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the affected and applicable general public in accordance with federal, state and / or local law regardless of race, age, sex, disability or religion.
5. The COMMISSION shall provide a one-time funding appropriation of Thirty Thousand Dollars (\$30,000.00) to the CINDY HABER CENTER to aid said CINDY HABER CENTER with transportation costs for its clients in Baldwin County, Alabama, in order to allow them to have an ability to access CINDY HABER CENTER programs, said programs including, but not limited, to those enumerated at Section 22-51-1 (8) d. of the Code of Alabama (1975).
6. ALABAMA MH expressly approves of the COMMISSION making to the CINDY HABER CENTER the one-time funding appropriation provided at Section 5 of this Agreement.
7. To the fullest extent allowed by law, the CINDY HABER CENTER expressly agrees not to use any of the one-time funding appropriation provided at Section 5 of this Agreement in a manner inconsistent with this Agreement and, furthermore,

agrees not to use any of the one-time funding appropriation provided 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 the CINDY HABER CENTER and only toward the purpose enumerated at Section 5 of this Agreement.

8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in ALABAMA MH and / or the CINDY HABER CENTER 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 ALABAMA MH and / or the CINDY HABER CENTER is (are) agent(s) of the COMMISSION.
9. The CINDY HABER CENTER shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this section 9 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 the CINDY HABER CENTER 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. The provisions of this Section 9 and the rights, duties and obligations set forth herein shall survive the expiration or termination of this Agreement.
10. The CINDY HABER CENTER 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."
11. 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.
12. The CINDY HABER CENTER 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 June 3, 2019, a written report of its activities for the preceding period which commenced on October 1, 2018, to ensure the proper expenditure of the subject funding appropriation.
13. This Agreement, provided in the form as one (1) original instrument for the records of the CINDY HABER CENTER and one (1) original instrument for the records of ALABAMA MH and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the CINDY HABER CENTER and ALABAMA MH and the COMMISSION. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.
14. 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 October 1, 2018, and expiring September 30, 2019, and may be amended, during the aforementioned period of twelve (12) months, only by written amendment executed by the CINDY HABER CENTER and ALABAMA MH and the COMMISSION. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the CINDY HABER CENTER and ALABAMA MH.

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

BALDWIN COUNTY COMMISSION

FRANK BURT, JR.

As Its: Chairman

Date: _____

ATTEST:

RONALD J. CINK

County Administrator/Budget Director

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 FRANK BURT, JR., as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator/Budget Director 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/Budget Director 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 _____ day of _____, 2018.

NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

CINDY HABER CENTER, INC.
Post Office Box 853
Robertsdale, Alabama 36567

PEGGY VANOVER BARNES
As Its: President, Board of Directors
Date: _____

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 PEGGY VANOVER BARNES, as President of the Board of Directors of the Cindy Haber Center, Inc., whose name is signed to the foregoing instrument and who is known by 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 Cindy Haber Center, Inc., and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Cindy Haber Center, Inc.

GIVEN under my hand and seal this the _____ day of _____, 2018.

NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA
My Commission expires: _____

STATE OF ALABAMA DEPARTMENT OF MENTAL HEALTH
100 North Union Street
Post Office Box 301410
Montgomery, Alabama 36130-1410

LYNN BESHEAR

As Its: Commissioner

Date: _____

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public, in and for Montgomery County, Alabama, and the State of Alabama, hereby certify that LYNN BESHEAR, as Commissioner of the State of Alabama Department of Mental Health, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Commissioner of the State of Alabama Department of Mental Health, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said State of Alabama Department of Mental Health.

GIVEN under my hand and seal this the _____ day of _____, 2018.

NOTARY PUBLIC, MONTGOMERY COUNTY, ALABAMA

My Commission expires: _____