

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **ENABLE MADISON COUNTY** (hereinafter “**EMC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, EMC will provide essential public health services to the City of Madison which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that EMC shall provide essential public health services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to EMC the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. EMC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, EMC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by EMC.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by EMC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or

construed to be a partner, joint venture, or agent of EMC, nor shall EMC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, EMC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of EMC and that officers, employees, and any other agents of EMC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. EMC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. EMC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or EMC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. EMC agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

ENABLE MADISON COUNTY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Enable Madison County is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, 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 the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

Exhibit A

Enable Madison County’s original stated purpose is to “ensure that necessary information and services are provided to homebound persons on a non-discriminatory basis without regard to religion, creed, color, sex, age, or national origin so that the homebound persons are able to remain in a home environment rather than to accept prematurely the alternative of hospitals or nursing homes.”

EMC’s Aging in Place Program includes but is not limited to the following services:

1. Wheelchair Ramps – Enabling freedom of movement and independence.
2. Fall Prevention – Improving safety and mobility with durable medical equipment such as handrails and grab bars, etc.
3. Weatherization – Making homes more livable, comfortable, energy efficient and safe.