

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON CITY DISABILITY ADVOCACY BOARD** (hereinafter “MCDAB”) 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, MCDAB will provide essential services to the City of Madison that serve a public purpose and 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, 2023.
2. During said term, it is hereby agreed that MCDAB shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MCDAB the sum of four thousand five hundred dollars and no cents (\$4,500.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MCDAB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCDAB 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 MCDAB.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCDAB 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 MCDAB, nor shall MCDAB 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, MCDAB 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 MCDAB and that officers, employees, and any other agents of MCDAB are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MCDAB 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. MCDAB 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 MCDAB may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MCDAB 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.

MADISON CITY DISABILITY ADVOCACY BOARD

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
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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 Madison City Disability Advocacy Board 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 _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

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 Paul Finley 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 _____, 2023.

Notary Public

EXHIBIT A – FY 2022

MADISON CITY DISABILITY ADVOCACY BOARD (MCDAB)

ACCOMPLISHMENTS IN 2021:

(Note Some of the community events and plans were cancelled/rescheduled and/or postponed due to COVID-19)

- **Accessibility –**
 - The handicapped-accessible entry chair for Dublin Park’s outdoor pool continues to be utilized and provide value for those interested in the swim time. Events continue to be promoted and facilitated by MCDAB members.
 - MCDAB continues to work with Park & Rec to advise and collaborate on Palmer Park renovations and has begun to work on Dublin Park renovations.

- **Community Involvement –**
 - MCDAB has coordinated with the city of Madison in the planning of the sensory playground at the Toyota Stadium.
 - MCDAB continues to partner with the Madison YMCA to continue the “Making Waves” Swim time for families with Special Needs.
 - MCDAB continues to partner with Phoenix, Inc. to promote Disability employment options.

- **Public Awareness –** MCDAB provided the following:
 - Regular articles in the Madison Weekly News;
 - A website (www.mcdab.org) and a Facebook page;
 - A brochure explaining our role in the community;
 - An annual booth at the Madison Street Festival;

- **Recreation Advisory Board –**
 - With MCDAB’s seat on the Recreation Advisory Board we continued to advocate for inclusion of citizens with disabilities in all recreational opportunities.

- **Recreation –**

- MCDAB committed to sponsoring an in-service training on teaching swimming to people with disabilities to Madison Parks & Recreation Employees.
- MCDAB co-sponsored, with Madison Parks & Recreation, a Special-Needs Easter Egg Hunt (canceled).
- MCDAB co-sponsored, with the Madison YMCA, a scheduled-swim time for families with special needs called “Making Waves.
- MCDAB co-sponsored with the Walk for Autism

MCDAB’s PLANS FOR 2022

(Note Some of the community events and plans may be cancelled/rescheduled and/or postponed due to COVID-19)

- MCDAB will continue to look at issues from an ongoing **Needs Assessment** and make recommendations as appropriate.
- The **Accessibility Committee** will continue to investigate accessibility issues and advise the City of Madison on potential solutions to those issues. The Accessibility Committee will continue advise and collaborate on Palmer Park renovations
- **Community Involvement** –MCDAB is working with Parks & Rec to bring swim lessons for the special needs population in our city. MCDAB will support Madison City parks and rec in certification for coaches and has purchased equipment to facilitate use of the pool for those needing physical accommodations.
- **Employment** – MCDAB will continue to advocate via the Employment Committee to promote awareness of the benefits of, and advocate for, hiring people with disabilities.
- **Public Awareness** - MCDAB will continue to host a disability information booth at the Madison Street Festival and at other venues when possible. We will maintain a website and a Facebook page as a resource for citizens. We will disseminate information and post articles on disability issues as well as the board’s activities through various types of media. We plan to participate in community events such as the Christmas Parade.

- **Recreation Advisory Board** – MCDAB will continue to advocate for accommodations and modifications that help citizens with disabilities use the City’s programs & facilities, and/or suggest the creation of new programs if needed.
- **Recreation** – MCDAB will continue partnership opportunities with Madison City Parks & Recreation to host the Special-Needs Easter Egg Hunt, Fishing Rodeo and other recreational events of opportunity. We also continue to partner with the Madison YMCA to continue the “Making Waves” swim time for families with special-needs.
- MCDAB continues to develop planned recommendations to enhance and expand accessible playground facilities in both Dublin and Palmer Parks.
- As needed and when appropriate, MCDAB will provide recommendations to the City for more inclusive events and needed accommodations at the new community center.
- MCDAB will continue to explore ideas for fundraiser(s).