

STATE OF INDIANA) DEARBORN COUNTY CIRCUIT COURT
) SS:
COUNTY OF DEARBORN) CAUSE NO. _____

THE CITY OF LAWRENCEBURG,)
INDIANA,)
)
Plaintiff,)
)
v.)
)
DEARBORN ADULT CENTER, INC.,)
MARIE EDWARDS in her official and)
individual capacity, and AARON COOK in)
his official and individual capacity,)
)
Defendants.)

COMPLAINT

Plaintiff, the City of Lawrenceburg, Indiana (the “City”), for its Complaint for Declaratory Judgment and Damages (“Complaint”) against Defendants, the Dearborn Adult Center, Inc. (“DAC”), Marie Edwards (“Edwards”) and Aaron Cook (“Cook”) (collectively, “Defendants”), alleges as follows:

Preliminary Statement

Since the DAC’s formation, the City has funded its non-profit, public-benefit operations to provide activities and an information center for seniors in the City and surrounding areas. The City provided hundreds of thousands of dollars a year through voluntary revenue sharing arrangements and separate funding agreements. However, the City recently discovered suspicious spending of DAC funds—by Edwards and/or Cook—in violation of its public-benefit mission, by-laws,

and agreements with the City; some of which appears to personally benefit Edwards, Cook, or their family or friends. The City tried to resolve the matter informally through a financial audit, but DAC and Edwards would not agree to it. Accordingly, the City is filing this Complaint for declaratory judgment that the DAC—through Edwards and/or Cook—has breached its agreements with the City, and to recover funds which were spent in contravention of the DAC’s public-benefit mission and agreements with the City.

Parties

1. The City is a third-class Indiana city as defined by Indiana Code section 36-4-1-1(a). The City supports many important non-profits through revenue sharing and grant contracts.

2. The DAC is a non-profit, public benefit corporation formed exclusively to aid in giving quality to the lives of older persons in the City and surrounding areas.

3. At all times pertinent to this Complaint, Edwards was (and still is) Executive Director and Chairwoman of the DAC.

4. At all times pertinent to this Complaint, Cook was Assistant Executive Director and a member of the DAC’s Board of Directors.

Jurisdiction and Venue

5. This Court has jurisdiction over the parties pursuant to Indiana Trial Rule 4.4(A)(1), (4), and (5)

6. Venue is proper in this Court pursuant to Indiana Trial Rule 75(A)(1), (4), (5) and/or (10).

Background

The City provides funding for the DAC’s public benefit operations.

7. The DAC was formed in 1993 as a domestic non-profit corporation to provide a public benefit to the community—*e.g.*, to enrich the lives of senior citizens in the City and surrounding areas by providing them programs, services, and activities. *See* Bylaws, § 4.01, ¶¶ 2, 3, a true and accurate copy of which is attached as **Exhibit A**.

8. The City supports the DAC’s operations by providing it with certain funding contributions. In fact, in 2019, the City provided over \$250,000 to the DAC through both a gratuitous revenue sharing arrangement pursuant to Indiana code sections 4-33-12-9, 13-6, and by contract.

9. The City enters into annual contracts with the DAC to support their public benefit operations. True and accurate copies of the City’s funding agreements with the DAC from 2016 to 2019 are attached hereto as **Exhibits B, C, D, and E**, respectively.

10. In the funding agreements, the City agreed to provide funds for the DAC to “provide activities and maintain an information center for Senior Citizens in for Dearborn County and surrounding areas of Southeastern Indiana.” *See, e.g.*, Ex. E, ¶¶ 2,3.

11. Further, the DAC’s bylaws explicitly state that its board of directors “must ensure that the organization”:

- “Absolutely ensure that the corporation assets and earnings **do not unjustly enrich board members**”; and

- “Does not further non-exempt purposes (such as purposes that benefit private interests) more than insubstantially.”

See Ex. A, § 4.01, ¶¶ 2, 3.

12. The City has paid all amounts contemplated by its prior arrangements with the DAC.

13. The City has also been providing funding to the DAC in 2020, pursuant to an unwritten arrangement, on a claim-by-claim basis.

14. However, based on questionable requests for payment submitted by the DAC in 2020 and payments reflected in the DAC’s past bank records, the City has temporarily discontinued payments to the DAC under that verbal agreement.

The City discovered suspicious spending of DAC funds by Edwards and Cook.

15. As noted above, the City recently received information regarding questionable spending of DAC funds by Edwards and Cook.

16. For example, the DAC’s credit card statements show Cook purchased personal flights to and from Las Vegas (totaling \$459.18) on DAC’s credit card. When questioned about the charge, Cook confirmed the flights were for personal use and said Edwards told him he could charge the personal flights to DAC’s credit card. Edwards confirmed she authorized Cook’s personal charge on DAC’s credit card.

17. The credit card statements reveal additional questionable charges that appear inconsistent with its non-profit, public-benefit mission:

- Edward’s husband’s cell phone bill being paid by DAC funds;¹
- Life insurance payments (two payments to New York Life Ins. totaling \$894.27);
- \$1,500 payment to Doubletree Hotel (apparently paid for the Lawrenceburg Fall Fest by the DAC);
- Payment made to the 9/11 Memorial in New York;
- Payments to Ancestry.com;
- Liquor store expenses;
- Significant payments for gas and/or gas station purchases;
- Dry cleaning expenses;
- Car wash expenses;
- Travel insurance payments;
- Pervasive shopping/food/gas purchases;
- A \$675 dinner at Blue Gate restaurant;
- The Webstaurant for \$1684.67;
- Gamble’s furniture for \$649.99;
- Sirius XM;
- Oddities in Aurora;
- Apple iTunes payments;
- Big Brothers and Big Sisters;
- Best Buy;

¹ Edwards also admitted in a text message to the Mayor that she has purchased cell phone plans not only for her husband, but other “volunteers” as well, with DAC funds.

- Wix.com ;
- Liberty tax preparation;
- NMX Franklin Prosperity and Dividend Machine payments;
- Amazon Marketplace;
- SEI Communications;
- Crazy Horse Gift Shop;
- Target;
- Autozone; and
- Lowe's.

18. The bank statements also show five-figure unpaid balances reaching \$26,368.43 in 2019.

19. Additionally, the DAC's submissions for payment from the City in 2020 revealed, by way of example only, the following financial infirmities (despite receiving substantial funding from the City):

- Delinquent utility bills;
- Delinquent Federal and State taxes;
- Delinquent Workforce Development payments;
- Delinquent fire and safety payments;
- Delinquent BMV payments and late fees;
- Delinquent Cintas bills; and
- Delinquent bills to Cardinal Office Supplies.

20. Each of the foregoing examples demonstrates troubling potential misuse, misallocation, or mismanagement (or all three) of the DAC's funds in contravention of its public-benefit purpose, its bylaws, and its funding agreements with the City.

The DAC—through Edwards, Cook, and the rest of its board—refused to allow an independent audit of the DAC's finances as requested by the City.

21. In light of the suspicious spending set out above, the City requested an independent audit of the DAC's finances to identify any misuse and/or satisfy the City that its funds were being used for their intended purposes; the terms of such audit were proposed by the City, including the auditing firm.

22. The DAC refused, claiming without any basis that a conflict of interest existed with the City's proposed auditor.

23. As a show of good faith, the City proposed an alternative auditor. The DAC once again refused—this time without explanation—and demanded that the Indiana State Board of Accounts ("SBOA") provide an auditor to perform the work (which is not something the DAC or City has the power to demand).

24. In short, the City has attempted to resolve the funding issues with the DAC, Edwards, and Cook informally and in a timely fashion—all in the interest of keeping the DAC open, funded, and available for seniors in the community and surrounding areas. The DAC has thwarted those attempts, leaving an unresolved controversy regarding the DAC's use of funds provided by the City under the parties' funding agreements.

Count 1 – Declaratory Judgment

25. The City incorporates the allegations contained in the preceding paragraphs as if fully restated here.

26. Under Trial Rule 57 and the Indiana Uniform Declaratory Judgment Act, this Court has the power to declare parties' rights, status, and other legal relations, and may construe agreements before or after breach thereof.

27. The DAC's use of funds provided by the City for purposes other than its non-profit, public-benefit mission, or to unjustly enrich Edwards and/or Cook, constitute a breach of its funding agreements with the City since at least 2016

28. Such breaches, and all other breaches revealed in discovery, entitle the City to recover at least the amounts paid under its funding agreements with the DAC which the DAC spent in contravention of its public benefit purpose or to unjustly enrich Edwards and/or Cook.

29. Such breaches also absolve the City of any obligation to provide funding under any verbal agreement for 2020 whereby the City would fund the DAC's public-benefit operations by paying the DAC's claims on an *ad hoc* basis.

30. The parties' dispute over whether the DAC's spending constitutes breach(es) of its funding agreements with the City, and whether the City must provide any additional funding under its verbal arrangement with the DAC for 2020, presents justiciable controversy which affects the legal rights, status, and relationship of the parties.

WHEREFORE, the City, by counsel, respectfully requests that this Court enter judgment declaring that the DAC has breached its funding agreements with the

City by spending funds paid by the City in contravention of its public-benefit purpose or to unjustly enrich Edwards or Cook, and declare that the City is not obligated to pay additional DAC claims in 2020 or thereafter, and for all other relief just and proper.

Count 2 – Breach of Contract

31. The City incorporates the allegations contained in the preceding paragraphs as if fully restated here.

32. The City and DAC entered into the funding agreements attached as Exhibits B through E.

33. The City and DAC also verbally agreed to an arrangement whereby the City would fund the DAC on a claim-by-claim basis in 2020.

34. The City has fully performed its obligations under the funding agreements attached as Exhibits B through E; the City has also paid claims submitted pursuant to a verbal arrangement for payment of claims on an *ad hoc* basis in 2020, until the City learned of the misuse of funds by Edwards and Cook, at which point the City withheld further payments.

35. The DAC's misuse of funds paid by the City, which the DAC—through Edwards and/or Cook—paid for purposes which contravene the DAC's public-benefit purpose, constitutes a breach of the aforementioned funding agreements and verbal arrangement with the City to fund the DAC on an *ad hoc* basis in 2020.

36. The City has been harmed by the aforementioned breaches, for which the City is entitled to recover damages.

37. The City is entitled to recover damages in this cause not only from the DAC, but more specifically from Edwards and Cook personally, because upon information and belief, Edwards and Cook have used non-profit corporate funds to pay personal obligations.

WHEREFORE, the City, by counsel, respectfully requests that this Court enter judgment in its favor and against the DAC, Edwards, and/or Cook and award damages to the City in an amount to be proven at trial, and for all other relief just and proper.

Count 3 – Unjust Enrichment (DAC)

38. The City incorporates the allegations contained in the preceding paragraphs as if fully restated here.

39. Without regard to the enforceability or validity of the funding agreements referenced above, and the unwritten funding arrangement for 2020, in exchange for the City's payments under all prior funding agreements and arrangement for 2020, the City expected and required the DAC to have performed its obligations in furtherance of its public-benefit mission.

40. Because the DAC did not perform all of its obligations under those agreements—*e.g.*, the DAC, through Edwards and/or Cook, spent the City's funds in contravention of its public-benefit purpose—the DAC was not entitled to receive, and is not entitled to retain, funding that was paid to it by the City but spent in contravention of the DAC's public-benefit purpose.

41. Allowing the DAC, Edwards, and/or Cook to retain the benefit of the misspent funds, in contravention of the DAC's public-benefit purpose, would be unjust.

42. The DAC, Edwards, and/or Cook should be ordered to disgorge all funds paid to them by the City which were spent in contravention of the DAC's public-benefit purpose.

WHEREFORE, the City, by counsel, respectfully requests that this Court enter judgment in its favor and against the DAC, Edwards, and/or Cook and award damages in an amount to be proven at trial, and for all other relief just and proper.

Count 4 – Unjust Enrichment (Edwards)

43. The City incorporates the allegations contained in the preceding paragraphs as if fully restated here.

44. Without regard to the enforceability or validity of the funding agreements referenced above, in exchange for the City's payments under all prior funding agreements, the City expected and required the DAC, under the direction of Edwards, to have performed its obligations under those agreements.

45. Because the DAC, under the direction and control of Edwards, did not perform all of its obligations under those agreements—*e.g.*, Edwards spent the City's funds, paid to the DAC, in contravention of its public-benefit purpose and for her own personal gain—Edwards was not entitled to receive, and is not entitled to retain, funding paid by the City to the DAC which was spent in contravention of the DAC's public-benefit purpose.

46. Edwards paid her personal and/or familial expenses and obligations with DAC funds, provided by the City under the aforementioned funding agreements, in violation and breach of the City's funding agreements with the DAC.

47. Allowing Edwards to retain the benefit of the misspent funds, in contravention of the DAC's public-benefit purpose, would be unjust.

48. Edwards should be ordered to disgorge all funds paid to the DAC by the City which she spent in contravention of the DAC's public-benefit purpose.

WHEREFORE, the City, by counsel, respectfully requests that this Court enter judgment in its favor and against Edwards and award damages in an amount to be proven at trial, and for all other relief just and proper.

Count 5 – Unjust Enrichment (Cook)

49. The City incorporates the allegations contained in the preceding paragraphs as if fully restated here.

50. Without regard to the enforceability or validity of the funding agreements referenced above, in exchange for the City's payments under all prior funding agreements, the City expected and required the DAC, under the direction of Edwards and/or Cook, to have performed its obligations under those agreements.

51. Because the DAC, under the direction and control of Edwards and/or Cook, did not perform all of its obligations under those agreements—*e.g.*, Cook spent the City's funds, paid to the DAC, in contravention of its public-benefit purpose and for his own personal gain—Cook was not entitled to receive, and is not entitled to

retain, funding that was paid by the City to the DAC which was spent in contravention of the DAC's public-benefit purpose.

52. Cook paid his personal and/or familial expenses and obligations with DAC funds, provided by the City under the aforementioned funding agreements, in violation and breach of the City's funding agreements with the DAC.

53. Allowing Cook to retain the benefit of the misspent funds, in contravention of the DAC's public-benefit purpose, would be unjust.

54. Cook should be ordered to disgorge all funds paid to the DAC by the City which he spent in contravention of the DAC's public-benefit purpose.

WHEREFORE, the City, by counsel, respectfully requests that this Court enter judgment in its favor and against Cook and award damages in an amount to be proven at trial, and for all other relief just and proper.

Respectfully submitted,

/s/ Alice M. Morical

Alice M. Morical (Attorney No. 18418-49)

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CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing document using the Indiana E-filing System (IEFS) and that the foregoing document was served upon the following persons using the service contact entered in the IEFS via IEFS on April 21, 2020:

Dearborn Adult Center, Inc.
C/o Neil Fairweather
Wood + Lamping LLP
600 Vine St. Suite 2500
Cincinnati, OH 45202
Telephone: (513) 852-6064
nfairweather@woodlamping.com

I also certify that the foregoing document was served upon the following parties via Certified Mail on April 21, 2020:

Dearborn Adult Center, Inc.
c/o Marie Edwards, Registered Agent
1876 N. State Rd 101
Milan, IN, 47031

Marie Edwards
1876 N. State Rd 101
Milan, IN, 47031

Aaron Cook
421 Short Street
Lawrenceburg, IN 47025

/s/ Alice M. Morical

CODE OF BY-LAWS

OF

DEARBORN ADULT CENTER, INC.

With final updates included from Board and Attorney

ARTICLE 1

Identification and Seal

Section 1.01. Name. The name of the corporation is Dearborn Adult Center, Inc. (“corporation”). The Corporation is incorporated under the laws of the State of Indiana (the “State”) and is subject to the Indiana Nonprofit Corporation Act of 1991, as amended from time to time (the “Act”).

Section 1.02. Seal. The Corporation shall not have a corporate seal, and a seal shall not be necessary or affect the validity of any corporate transaction.

ARTICLE 2

Membership

Section 2.01. Membership. Dearborn Adult Center may or may not sell individual memberships. This will be decided upon by the Board of Directors.

ARTICLE 3

Fiscal year

Section 3.01. Fiscal year. The fiscal year of the Corporation shall begin on the 1st day of January each year and end on the 31st day of December.

ARTICLE 4

Board of directors

Section 4.01. Duties and Number. The business and affairs of the Corporation shall be managed under the direction of a Board consisting of not fewer than five (5) nor more than nine (9) members. The actual number of Directors may be fixed or changed, from time to time, within the maximum and minimum, by the Board. In the absence of a resolution by the Board fixing or changing the number of Directors, the number shall be nine (9).

The board of directors must ensure that the organization:

1. Absolutely is refrained from participating in the political campaigns of candidates for local, state or federal office unless such elections contain subjects vital to the Dearborn Adult Center or Senior Citizens of the area.
2. Absolutely ensure that the corporation assets and earnings do not unjustly enrich board members, officers, key management employees or other insiders.
3. Does not further non-exempt purposes (such as purposes that benefit private interests) more than insubstantially.
4. Does not operate for the primary purpose of conducting a trade or business that is not related to its exempt purpose(s).
5. Not engage in activities that are illegal or violate fundamental public policy.
6. Restricts its legislative activities.

Section 4.02. Election, Term of Office and Qualification. Directors shall be initially appointed by the incorporators. Subsequent Directors shall be selected for appointment by majority vote of the remaining Directors and shall hold office until their respective successors are appointed or there is a decreasing the number of Directors.

Section 4.03. Powers of Directors. The Board shall exercise all the powers of the Corporation, subject to the restrictions imposed by law, the Articles, or these By-Laws.

Section 4.04. Annual Meeting. The annual meeting of the Board of Directors shall be held in January of each year as designated by the President for the purpose of considering any business that may properly be brought before the meeting. Notice shall be provided as specified in Section 4.05. The election of Officers may be held at any subsequent duly constituted meeting of the Board.

Section 4.05. Other Board Meetings. Other meetings of the Board of Directors may be held upon the call of the President or two (2) or more members of the Board of Directors, at any place, within or without the State of Indiana, upon forty-eight (48) hours notice, specifying the time, place and general purposes of the meeting, given to each Director, either personally, by mail, facsimile or by telegram. At any meeting at which all Directors are present, notice of the time, place and purposes thereof, shall be deemed waived and similar notice may likewise be waived by absent Directors, either by written instrument, telegram or teleconference.

Section 4.06. Meeting by Telephone, etc. Any or all of the members of the Board or of any committee designated by the Board may participate in a meeting of the Board or the committee, or conduct a meeting through the use of any means of communication by which all persons participating may simultaneously hear each other during the meeting and participation in a meeting using these means constitutes presence in person at the meeting. From time to time a phone poll may be taken for the purpose of voting on a particular matter and asked for by the President.

Section 4.07. Quorum. At all meetings of the Board, a majority of the number of Directors in office immediately before a meeting begins shall be necessary to constitute a quorum for the transaction of any business, except (a) that for the purpose of filling of vacancies of the Board a majority of Directors then in office shall constitute a quorum, and (b) that a lesser number may adjourn the meeting from time to time until a quorum is present. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law, the Articles of these By-Laws.

Section 4.08. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board or of such committee. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each member of the Board or of the committee, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last member of the Board or of the committee signs a written consent, unless the consent specifies a different prior or subsequent effective date.

Section 4.09. Resignations. Any Director may resign at any time by delivering written notice to the Board, the President, or the Secretary, or a presiding officer of the Board. The resignation shall take effect when the notice is delivered unless the notice specifies a later effective date, and unless otherwise specified in the resignation, the acceptance of the resignation shall not be necessary to make it effective. If the resignation specifies a later effective date, the pending vacancy may be filled before the effective date, but the new Director may not take office until the vacancy occurs.

Section 4.10. Removal. Any Director may be removed, either with or without cause, by the vote of a majority of the Directors then in office.

Section 4.11. Vacancies. Any vacancy occurring in the Board, including a vacancy resulting from an increase in the number of Directors may be filled by the remaining Board members. If a vacant office was held by an appointed Director, the remaining Directors may likewise fill the vacancy by a majority vote of the Directors.

Section 4.12. Compensation of Directors. The Board is authorized to fix the compensation of Directors for attendance at meetings of the Board and additional compensation for additional services any Director may perform for the Corporation.

Section 4.13. Interest of Directors in Contracts. Any contract or other transaction between the Corporation and (a) any Director, or (b) any corporation, limited liability company, unincorporated association, business trust, estate, partnership, trust, joint venture, individual or other legal entity ("Legal Entity") (i) in which any director has a material financial interest or is a general partner, or (ii) of which any Director is a

director, officer or trustee (collectively a "Conflict Transaction"), shall be valid for all purposes, if the material facts of the Conflict Transaction and the Director's interest were disclosed or known to the Board or a committee with authority to act thereon and the Board or such committee authorized, approved or ratified the Conflict Transaction. A Conflict Transaction is authorized, approved or ratified by the Board or such committee if it receives the affirmative vote of a majority of the Directors who have no interest in the Conflict Transaction. Common or interested Directors may be counted in determining a quorum at a meeting of the Board or a committee of the Board that authorized approves or ratifies the Conflict Transaction.

ARTICLE 5 Officers

Section 5.01. Number. The Officers of the Corporation shall consist of the President, the Secretary, the Treasurer and any other officers elected by the Board at the time, in the manner and for the terms as the Board may prescribe. Any two (2) or more offices may not be held by the same person.

Section 5.02. Election and Term of Office. The Officers shall be chosen by the Board or by an Officer duly elected or appointed and duly authorized by the Board. Each Officer shall hold office until his successor is chosen and qualified, until his death, until he shall have resigned, or shall have been removed pursuant to these By-Laws.

Section 5.03. Resignations. Any Officer may resign at any time by delivering written notice to the Board, the President, Vice President, or the Secretary. A resignation shall take effect when the notice is delivered unless the notice specifies a later effective date, and unless otherwise specified in the resignation, the acceptance of the resignation shall not be necessary to make it effective. If a resignation specifies a later effective date and the Corporation accepts the future effective date, the Board may fill the pending vacancy before the effective date, but the new Officer may not take office until the vacancy occurs.

Section 5.04. Removal. Any officer may be removed, either with or without cause, at any time, by the Board or by an Officer who appointed that Officer.

Section 5.05. Vacancies. Any vacancy occurring in any office shall be filled by the Board of Directors. The Officer so chosen shall hold office during the remainder of the term for which his predecessor was chosen or as other provided herein.

Section 5.06. President. Subject to the general control of the Board, the President shall manage and supervise all the affairs and personnel of the Corporation and shall discharge all the usual functions of the chief executive officer of a corporation. The President shall preside at all meetings of Directors, discharge all the duties which devolve upon a presiding officer, and shall exercise and perform such other powers and duties as these By-Laws or the Board may prescribe.

Section 5.07. Vice-Presidents. The Vice-Presidents, in the order designated by the President of the Board, shall exercise and perform the powers and duties incumbent upon the President during the President's absence or disability and shall exercise and perform such other powers and duties as these By-Laws, the Board or the President may prescribe.

Section 5.08. Secretary. The Secretary shall attend all meetings of the Board, and shall keep or cause to be kept in a book provided for the purpose a true and complete record of the proceedings of such meetings, and shall perform a like duty, when required, for all committees created by the Board. The Secretary shall authenticate the records of the Corporation when necessary and shall exercise and perform such other powers and duties as these By-Laws, the Board or the President may prescribe. The Secretary shall give all notices of the Corporation and, in case of the Secretary's absence, negligence or refusal to do so, any notice may be given by a person's directed by the President or by the requisite number of Directors upon whose request the meeting is called.

Section 5.09. Treasurer. The Treasurer shall furnish at meetings of the Board, or whenever requested thereby, a report of the financial condition of the Corporation, and shall exercise and perform such other powers and duties as these By-Laws, the Board or the President may prescribe. The Treasurer may be required to furnishing bond in an amount determined by the Board.

Section 5.10. Assistant Officers. The Board or an Officer duly appointed by the Board may from time to time appoint assistant Officers who shall exercise and perform such powers and duties as the Officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as these By-Laws, the Board or the President may prescribe. An Assistant Secretary may, in the absence or disability of the Secretary, attest the execution of all documents by the Corporation.

Section 5.11. Delegation of Authority. In case of the absence of any Officer of the Corporation, or any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such Officer to any other Officer or to any Director, for the time being.

Section 5.12 Day to Day Management. The Board of Directors may appoint an Executive Director who shall perform the duties of the chief administrative officer of the Corporation and shall be responsible for the day-to-day management of the Corporation's affairs. The Executive Director shall also perform such other duties as the Board of Directors or President may prescribe. A vehicle shall be provided for the business and personnel use of the Executive Director as part of compensation package.

ARTICLE 6
Negotiable Instruments, Deeds, Contracts,
and Limitation of Liability

Section 6.01. Execution of Negotiable Instruments. All checks, drafts, bills of exchange and orders for the payment of money of the corporation shall, unless otherwise

directed by the Board, or unless otherwise required by law, be signed by any two of the following Officers: the President, any Vice-President, the Secretary or the Treasurer. The Board may, however, authorize any one or more of these Officers to sign checks, drafts, bills of exchange and orders for the payment of money by the Corporation singly and without the necessity of countersignature; and the Board may designate the Executive Director or any other employee or employees of the Corporation, who may, in the name of the Corporation, execute checks, drafts, bills of exchange and orders for the payment of money by the Corporation or in its behalf.

Section 6.02. Execution of Deeds, Contracts, etc. All deeds, notes, bonds and mortgages made by the Corporation and all other written contracts and agreements, other than those executed in the ordinary course of corporate business, to which the Corporation shall be a party shall be executed in its name by the President, a Vice-President, Executive Director or by any other Officer so authorized by the Board, and the Secretary, when necessary or required, shall attest the execution thereof.

Section 6.03. Ordinary Contracts and Agreements. All written contracts and agreements into which the Corporation enters in the ordinary course of business operations shall be executed by any Officer or by any other employee of the Corporation designated by the President to execute such contracts and agreements. The Corporation may not guarantee the obligation of a Director or an Officer of the Corporation.

Section 6.04. Limitation of Liability. The following provisions apply with respect to liability on the part of a Director, a member of any committee or of another committee appointed by the Board (an "Appointed Committee"), Officer, employee or agent of the Corporation (collectively, "Corporate Persons") for any loss or damage suffered on account of any action taken or omitted to be taken by a Corporate Person: the Corporation shall indemnify from individual liability any Corporate Person made a party to a proceeding because the individual is or was an Officer or Director of the Corporation so long as the individual's conduct was in good faith and the individual believed that: (a) in the case of conduct in the individual's official capacity with the Corporation, that the individual's conduct was in the Corporation's best interests; (b) in all other cases that the individual's conduct was at least not opposed to the corporation's best interest; and (c) in the case of any criminal proceeding, that the individual had reasonable cause to believe the conduct was lawful or had no reasonable cause to believe the conduct was unlawful.

ARTICLE 7 Reports

Section 7.01. Place of Keeping Corporate Books and Records. The Corporation shall keep a copy of the following records at its principal office:

- (a) The Articles and all amendments or restatements currently in effect.
- (b) These By-Laws and all amendments or restatements currently in effect
- (c) Resolutions adopted by the Board

- (d) The minutes or all meetings, and records of all action taken without a meeting, for the past three (3) years.
- (e) All written communications by the Corporation to Directors within the past three (3) years, including the financial statements furnished for the past three (3) years.
- (f) A list of the names and business addresses of its current Directors and Officers.
- (g) Its most recent annual report delivered to the Secretary of State of the State.

All of the records described in this Section shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

Section 7.02. Indemnification Payments. If the Corporation indemnifies or advances expenses to a Director in connection with a proceeding by or in the right of the Corporation, the Corporation shall report the indemnification or advance in writing to the Directors with or before the notice of the next Directors' meeting.

ARTICLE 8

Distribution of Assets upon Dissolution or Final Liquidation

Section 8.01. Distribution of Assets upon Dissolution or Final Liquidation.

Distribution of assets upon dissolution or final liquidation shall be distributed for one or more exempt purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purpose.

ARTICLE 9

Amendments

Section 9.01. Amendment of By-Laws. The power to make, alter, amend or repeal these by-Laws is vested in the Board, but the affirmative vote of a number of Directors equal to a majority of the number of Directors holding such position at the time of such action shall be necessary to take any action for the making, alteration, amendment or repeal of these By-Laws.

THESE BY-LAWS WERE ADOPTED BY UNANIMOUS VOTE OF THE
BOARD OF DIRECTORS ON THE 10 DAY OF 10/5, 2009.

Dearborn Adult Center, Inc.


Secretary

**SUBSIDY AGREEMENT FOR THE DEARBORN ADULT CENTER,
INC. OF DEARBORN COUNTY, INDIANA – 2016**

WHEREAS, the Dearborn Adult Center, Inc. of Dearborn County, (the “DAC”) is a nonprofit corporation formed and existing in the State of Indiana and qualified as a tax exempt charity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the DAC provides activities and maintains an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana; and

WHEREAS, the City of Lawrenceburg desires to help the funding of the DAC.

NOW, THEREFORE, the DAC and the City of Lawrenceburg (the “City”), for valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

1. The Term of this agreement shall be from January 1, 2016 through December 31, 2016 (hereinafter referred to as the “Term”).
2. The DAC will continue to provide activities and maintain an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana.
3. The City in return shall help fund the DAC, for this Term in the amount of Sixty Thousand Dollars (\$60,000.00). The City shall provide such funding to the DAC no later than February 2, 2016.
4. The DAC by execution of this Agreement acknowledges that they have received the amount of Sixty Thousand Dollars (\$60,000.00) for the term year of 2016.

5. General Provisions

- A. Each party warrants that it has authority to bind its organization and to enter into this Agreement.
- B. If any portion of this Agreement is deemed void or unenforceable, then any and all remaining portions shall remain in effect.
- C. By making this payment, the City of Lawrenceburg and/or DAC assumes no obligation to provide other or future support for said entity.
- D. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Dearborn Adult Center, Inc.:

Dearborn Adult Center, Inc.
311 West Tate Street
Lawrenceburg, IN 47025

To the City:

The City of Lawrenceburg
230 Walnut Street
Lawrenceburg, IN 47025

- E. The Law of the State of Indiana and of the United States of America exclusively shall govern and apply to all legal proceedings pertaining to this Agreement.

FOR THE CITY OF LAWRENCEBURG, INDIANA

Kelly
Kelly Mollam, Mayor

Attest:

Tyler Rainey
Tyler Rainey, Clerk-Treasurer

1-22-16
Date

FOR THE DEARBORN ADULT CENTER, INC.

Marie Edwards
Marie Edwards, Executive Director
Dearborn Adult Center, Inc.

Jan. 25, 2016
Date

SUBSIDY AGREEMENT FOR DEARBORN ADULT CENTER OF DEARBORN COUNTY, INDIANA – 2016

WHEREAS, the DEARBORN ADULT CENTER of Dearborn County, (the “DAC”) is a nonprofit corporation formed and existing in the State of Indiana and qualified as a tax exempt charity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the DAC provides daily programs and information that will help improve the daily quality of life for people residing in the City of Lawrenceburg and its surrounding communities ; and

WHEREAS, the City of Lawrenceburg (the “City”) desires to help the funding of the DAC.

NOW, THEREFORE, the DAC and the City, for valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

1. The Term of this agreement shall be from January 1, 2016 through December 31, 2016 (hereinafter referred to as the “Term”).
2. The DAC will continue to provide daily programs and information that will help improve the daily quality of life for people residing in the City of Lawrenceburg and its surrounding communities.
3. The City in return shall help fund the DAC, for this Term in the amount of EIGHT THOUSAND DOLLARS (\$8,000.00). The City shall provide such funding to the DAC no later than NOVEMBER 21, 2016.
4. The DAC by execution of this Agreement acknowledges that they have received the amount of EIGHT THOUSAND DOLLARS (\$8,000.00) for the term year of 2016.

5. General Provisions

- A. Each party warrants that it has authority to bind its organization and to enter into this Agreement.
- B. If any portion of this Agreement is deemed void or unenforceable, then any and all remaining portions shall remain in effect.
- C. By making this payment, the City of Lawrenceburg and/or DAC assumes no obligation to provide other or future support for said entity.
- D. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the DEARBORN ADULT CENTER:

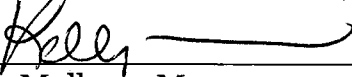
311 W. TATE ST.
LAWRENCEBURG, IN 47025

To the City:

The City of Lawrenceburg
230 Walnut Street
Lawrenceburg, IN 47025

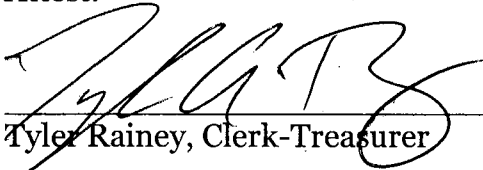
- E. The Law of the State of Indiana and of the United States of America exclusively shall govern and apply to all legal proceedings pertaining to this Agreement.

FOR THE CITY OF LAWRENCEBURG, INDIANA



Kelly Mollaun, Mayor


Attest:



Tyler Rainey, Clerk-Treasurer

11-2-16
Date

FOR DEARBORN ADULT CENTER



Marie Edwards
DEARBORN ADULT CENTER
311 W. TATE ST.
LAWRENCEBURG, IN 47025

11-7-16
Date

**SUBSIDY AGREEMENT FOR THE DEARBORN ADULT CENTER,
INC. OF DEARBORN COUNTY, INDIANA – 2017**

WHEREAS, the Dearborn Adult Center, Inc. of Dearborn County, (the “DAC”) is a nonprofit corporation formed and existing in the State of Indiana and qualified as a tax exempt charity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the DAC provides activities and maintains an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana; and

WHEREAS, the City of Lawrenceburg desires to help the funding of the DAC.

NOW, THEREFORE, the DAC and the City of Lawrenceburg (the “City”), for valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

1. The Term of this agreement shall be from January 1, 2017 through December 31, 2017 (hereinafter referred to as the “Term”).
2. The DAC will continue to provide activities and maintain an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana.
3. The City in return shall help fund the DAC, for this Term in the amount of Sixty Thousand Dollars (\$60,000.00). The City shall provide such funding to the DAC no later than February 3, 2017.
4. The DAC by execution of this Agreement acknowledges that they have received the amount of Sixty Thousand Dollars (\$60,000.00) for the term year of 2017.

5. General Provisions

- A. Each party warrants that it has authority to bind its organization and to enter into this Agreement.
- B. If any portion of this Agreement is deemed void or unenforceable, then any and all remaining portions shall remain in effect.
- C. By making this payment, the City of Lawrenceburg and/or DAC assumes no obligation to provide other or future support for said entity.
- D. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Dearborn Adult Center, Inc.:


Dearborn Adult Center, Inc.
311 West Tate Street
Lawrenceburg, IN 47025

To the City:

The City of Lawrenceburg
230 Walnut Street
Lawrenceburg, IN 47025

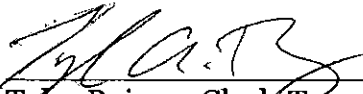
- E. The Law of the State of Indiana and of the United States of America exclusively shall govern and apply to all legal proceedings pertaining to this Agreement.

FOR THE CITY OF LAWRENCEBURG, INDIANA



Kelly Mollaun, Mayor

Attest:



Tyler Rainey, Clerk-Treasurer

1-5-17
Date

FOR THE DEARBORN ADULT CENTER, INC.



Marie Edwards, Executive Director
Dearborn Adult Center, Inc.

1-6-17
Date

**SUBSIDY AGREEMENT FOR THE DEARBORN ADULT CENTER,
INC. OF DEARBORN COUNTY, INDIANA – 2017**

WHEREAS, the Dearborn Adult Center, Inc. of Dearborn County, (the “DAC”) is a nonprofit corporation formed and existing in the State of Indiana and qualified as a tax exempt charity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the DAC provides activities and maintains an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana; and

WHEREAS, the City of Lawrenceburg desires to help the funding of the DAC.

NOW, THEREFORE, the DAC and the City of Lawrenceburg (the “City”), for valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

1. The Term of this agreement shall be from January 1, 2017 through December 31, 2017 (hereinafter referred to as the “Term”).
2. The DAC will continue to provide activities and maintain an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana.
3. The City in return shall help fund the DAC, for this Term in the amount of Sixty Thousand Dollars (\$60,000.00). The City shall provide such funding to the DAC no later than March 31, 2017.
4. The DAC by execution of this Agreement acknowledges that they have received the amount of Sixty Thousand Dollars (\$60,000.00) for the term year of 2017.

5. General Provisions

- A. Each party warrants that it has authority to bind its organization and to enter into this Agreement.
- B. If any portion of this Agreement is deemed void or unenforceable, then any and all remaining portions shall remain in effect.
- C. By making this payment, the City of Lawrenceburg and/or DAC assumes no obligation to provide other or future support for said entity.
- D. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Dearborn Adult Center, Inc.:

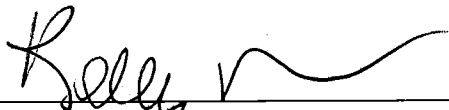
Dearborn Adult Center, Inc.
311 West Tate Street
Lawrenceburg, IN 47025

To the City:

The City of Lawrenceburg
230 Walnut Street
Lawrenceburg, IN 47025

- E. The Law of the State of Indiana and of the United States of America exclusively shall govern and apply to all legal proceedings pertaining to this Agreement.

FOR THE CITY OF LAWRENCEBURG, INDIANA



Kelly Mollaun, Mayor

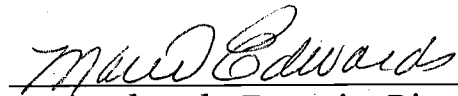
Attest:



Tyler Rainey, Clerk-Treasurer

3-16-17
Date

FOR THE DEARBORN ADULT CENTER, INC.



Marie Edwards, Executive Director
Dearborn Adult Center, Inc.

3/20/17
Date

**SUBSIDY AGREEMENT FOR THE DEARBORN ADULT CENTER,
INC. OF DEARBORN COUNTY, INDIANA – 2018**

WHEREAS, the Dearborn Adult Center, Inc. of Dearborn County, (the “DAC”) is a nonprofit corporation formed and existing in the State of Indiana and qualified as a tax exempt charity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the DAC provides activities and maintains an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana; and

WHEREAS, the City of Lawrenceburg desires to help the funding of the DAC.

NOW, THEREFORE, the DAC and the City of Lawrenceburg (the “City”), for valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

1. The Term of this agreement shall be from January 1, 2018 through December 31, 2018 (hereinafter referred to as the “Term”).
2. The DAC will continue to provide activities and maintain an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana.
3. The City in return shall help fund the DAC, for this Term in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00). The City shall provide such funding to the DAC no later than February 3, 2018.
4. The DAC by execution of this Agreement acknowledges that they have received the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) for the term year of 2018.

5. General Provisions

- A. Each party warrants that it has authority to bind its organization and to enter into this Agreement.
- B. If any portion of this Agreement is deemed void or unenforceable, then any and all remaining portions shall remain in effect.
- C. By making this payment, the City of Lawrenceburg and/or DAC assumes no obligation to provide other or future support for said entity.
- D. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Dearborn Adult Center, Inc.:

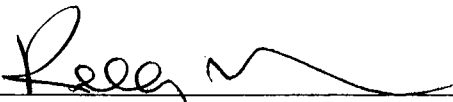
Dearborn Adult Center, Inc.
311 West Tate Street
Lawrenceburg, IN 47025

To the City:

The City of Lawrenceburg
230 Walnut Street
Lawrenceburg, IN 47025

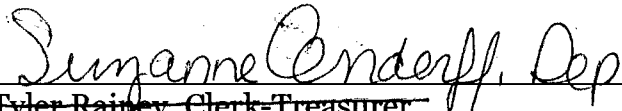
- E. The Law of the State of Indiana and of the United States of America exclusively shall govern and apply to all legal proceedings pertaining to this Agreement.

FOR THE CITY OF LAWRENCEBURG, INDIANA



Kelly Mollaun, Mayor

Attest:



~~Tyler Rainey, Clerk-Treasurer~~
SUZANNE O'NEERFF, Dep CL/TR

Date 1/3/18

FOR THE DEARBORN ADULT CENTER, INC.



Marie Edwards, Executive Director
Dearborn Adult Center, Inc.

Date 1/3/18

**SUBSIDY AGREEMENT FOR THE DEARBORN ADULT CENTER,
INC. OF DEARBORN COUNTY, INDIANA – 2018**

WHEREAS, the Dearborn Adult Center, Inc. of Dearborn County, (the “DAC”) is a nonprofit corporation formed and existing in the State of Indiana and qualified as a tax exempt charity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the DAC provides activities and maintains an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana; and

WHEREAS, the City of Lawrenceburg desires to help the funding of the DAC.

NOW, THEREFORE, the DAC and the City of Lawrenceburg (the “City”), for valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

1. The Term of this agreement shall be from January 1, 2018 through December 31, 2018 (hereinafter referred to as the “Term”).
2. The DAC will continue to provide activities and maintain an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana.
3. The City in return shall help fund the DAC, for this Term in the amount of Thirty Thousand Dollars (\$30,000.00). The City shall provide such funding to the DAC no later than July 31, 2018.
4. The DAC by execution of this Agreement acknowledges that they have received the amount of Thirty Thousand Dollars (\$30,000.00) for the term year of 2018.

5. General Provisions

- A. Each party warrants that it has authority to bind its organization and to enter into this Agreement.
- B. If any portion of this Agreement is deemed void or unenforceable, then any and all remaining portions shall remain in effect.
- C. By making this payment, the City of Lawrenceburg and/or DAC assumes no obligation to provide other or future support for said entity.
- D. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Dearborn Adult Center, Inc.:

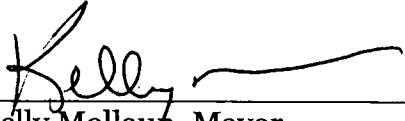
Dearborn Adult Center, Inc.
311 West Tate Street
Lawrenceburg, IN 47025

To the City:

The City of Lawrenceburg
230 Walnut Street
Lawrenceburg, IN 47025


- E. The Law of the State of Indiana and of the United States of America exclusively shall govern and apply to all legal proceedings pertaining to this Agreement.

FOR THE CITY OF LAWRENCEBURG, INDIANA



Kelly Mollaun, Mayor

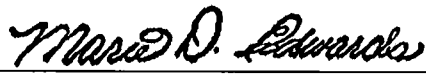
Attest:



Richard Richardson, Clerk-Treasurer

7/10/18
Date

FOR THE DEARBORN ADULT CENTER, INC.



Marie Edwards, Executive Director
Dearborn Adult Center, Inc.

7/18/18
Date

**SUBSIDY AGREEMENT FOR THE DEARBORN ADULT CENTER,
INC. OF DEARBORN COUNTY, INDIANA – 2019**

WHEREAS, the Dearborn Adult Center, Inc. of Dearborn County, (the “DAC”) is a nonprofit corporation formed and existing in the State of Indiana and qualified as a tax exempt charity pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the DAC provides activities and maintains an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana; and

WHEREAS, the City of Lawrenceburg desires to help the funding of the DAC.

NOW, THEREFORE, the DAC and the City of Lawrenceburg (the “City”), for valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

1. The Term of this agreement shall be from January 1, 2019 through December 31, 2019 (hereinafter referred to as the “Term”).
2. The DAC will continue to provide activities and maintain an information center for Senior Citizens for Dearborn County and surrounding areas of Southeastern Indiana.
3. The City in return shall help fund the DAC, for this Term in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00). The City shall provide such funding to the DAC no later than January 31, 2019.
4. The DAC by execution of this Agreement acknowledges that they have received the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) for the term year of 2019.

5. General Provisions

- A. Each party warrants that it has authority to bind its organization and to enter into this Agreement.
- B. If any portion of this Agreement is deemed void or unenforceable, then any and all remaining portions shall remain in effect.
- C. By making this payment, the City of Lawrenceburg and/or DAC assumes no obligation to provide other or future support for said entity.
- D. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Dearborn Adult Center, Inc.:

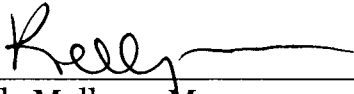
Dearborn Adult Center, Inc.
311 West Tate Street
Lawrenceburg, IN 47025

To the City:

The City of Lawrenceburg
230 Walnut Street
Lawrenceburg, IN 47025

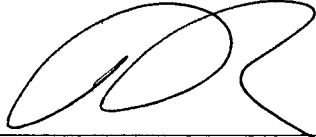
- E. The Law of the State of Indiana and of the United States of America exclusively shall govern and apply to all legal proceedings pertaining to this Agreement.

FOR THE CITY OF LAWRENCEBURG, INDIANA



Kelly Mollaun, Mayor

Attest:

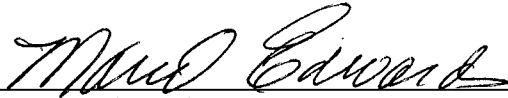


Richard Richardson, Clerk-Treasurer

11/2/19

Date

FOR THE DEARBORN ADULT CENTER, INC.



Marie Edwards, Executive Director
Dearborn Adult Center, Inc.

1/3/19

Date