STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

AGREEMENT

THIS AGREEMENT IS MADE between **MADISON ARTS COUNCIL,** a non-profit organization (hereinafter **"MAC"**) 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, MAC 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, 2024.

2. During said term, it is hereby agreed that MAC 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 MAC the sum of Seven thousand Five hundred dollars and no cents ($7,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, 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. MAC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MAC 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 MAC.

5.   Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MAC 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 MAC, nor shall MAC 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, MAC 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 MAC and that officers, employees, and any other agents of MAC are not nor shall they be deemed to be officers, employees, or agents of the City.

7.   MAC 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.   MAC 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 MAC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. MAC 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 ARTS COUNCIL

By: _____

Its: _____

Date: _____

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Madison Arts Council is signed to the foregoing instrument, and who was made 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 November 2023.

_____
Notary Public

CITY OF MADISON, ALABAMA　　　　　**ATTEST:**

By: _____　　　_____
　　Paul Finley, Mayor　　　　　　　　　**Lisa Thomas**
　　　　　　　　　　　　　　　　　　　　　　City Clerk-Treasurer

Date: _____

STATE OF ALABAMA　　　　　　　**§**
　　　　　　　　　　　　　　　　　　§
COUNTY OF MADISON　　　　　　**§**

     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-Treasurer, 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 November 2023.

　　　　　　　　　　　　　　　　　　　_____
　　　　　　　　　　　　　　　　　　　Notary Public

EXHIBIT A

The Madison Arts Council is engaged in the following activities:

- Public Art Initiative including Murals and Sculptures

- Sounds of Summer Concert Series

- Holiday Card Lane

- Madison Public Library Art Exhibits

- Community Art Project at the Madison Street Festival