

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **MADISON CITY COMMUNITY ORCHESTRA** (hereinafter “MCCO”) 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**, MCCO 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 MCCO 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 MCCO the sum of two thousand five hundred dollars and no cents (\$2,500.00) 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. MCCO pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCCO 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 MCCO.

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

**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 Madison City Community Orchestra 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**

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

Since its founding in 2015, the Madison City Community Orchestra (MCCO) has been actively pursuing its mission of fostering and encouraging the appreciation of music, in all its various forms, with emphasis on orchestral and chamber music. Our goal is to raise the common standard of musical education and enjoyment, and to provide exceptional performances for a broad and diverse public in our city.

Our all-volunteer organization hosts events within the community that foster collaborative growth in the area of the arts. We have participated in the events shown below since our previous proposal to the City of Madison and plan to perform in more events next year.

### MCCO Events

Events Since the Last Budget Request	Event Participation Planned for Upcoming Year
<b>Fall/Winter 2022</b>	<b>Fall/Winter 2023</b>
<ul style="list-style-type: none"> <li>• MCCO Fall Concert -Musical Trick or Treat</li> <li>• Madison Street Festival Booth</li> <li>• MCCO Christmas Tree</li> <li>• Madison Tree Lighting/Lantern Parade</li> <li>• Madison Christmas Capers</li> <li>• MCCO Winter Concert – Holiday Celebrations</li> <li>• Ensemble performances at area assisted living/nursing homes</li> <li>• Various MCCO Chamber and Ensemble performances</li> <li>• Holiday Concert at the Madison Public Library</li> <li>• Burritt on the Mountain Candlelight Christmas</li> </ul>	<ul style="list-style-type: none"> <li>• MCCO Fall Concert – In the Deep</li> <li>• Madison Street Festival Booth and ensemble performances</li> <li>• MCCO Christmas Tree</li> <li>• Madison Tree Lighting/Lantern Parade</li> <li>• Madison Christmas Capers</li> <li>• MCCO Winter Concert – It’s a Classical Christmas</li> <li>• Holiday Concert at the Madison Public Library</li> <li>• Various MCCO Ensemble and Chamber performances</li> <li>• Ensemble performances at area assisted living/nursing homes</li> <li>• Madison City Christmas Parade</li> <li>• Burritt on the Mountain Candlelight Christmas</li> <li>• Various MCCO Chamber performances</li> <li>• Additional events as information and opportunities becomes available</li> </ul>
<b>Spring/Summer 2023</b>	<b>Upcoming 2024 Season</b>
<ul style="list-style-type: none"> <li>• MCCO Spring Concerts – Sibelius, Saint Saens &amp; Smith</li> <li>• MCCO Summer Concert – Community’s Choice</li> <li>• MCCO/MidCity July 1<sup>st</sup> Fireworks Concert</li> <li>• “Be Local Bash” at Madison Public Library</li> </ul>	<ul style="list-style-type: none"> <li>• State of Madison City Address (if planned)</li> <li>• MCCO Spring Concert – Beethoven Symphony No. 3</li> <li>• Summer Concert – 80<sup>th</sup> Anniversary of D-Day</li> <li>• Various MCCO Ensemble and Chamber performances</li> <li>• Additional events as information and opportunities becomes available</li> </ul>

As the majority of our activities are within the confines of the City of Madison and participation is open to community members, the bulk of our expenditures and, thus, any revenue we receive, is directly related to City of Madison citizen participation. In the past year, we have continued to maintain an average of 75 active adult/youth performers. As members of the community continue to add their talents to our group, we must purchase new instruments and equipment to meet our continually changing and expanding requirements. We also have upkeep and maintenance costs associated with instruments and equipment owned by the orchestra.

As we expand our repertoire, new music must be purchased. Each of these items are necessary to continue operation. Therefore, the funding provided by the City of Madison will go towards the purchase of replacement percussion equipment, percussion cabinet, stand cart, stands, stand lights, and other items.

We thank the City of Madison for its continued support to MCCO.