

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **CHAMBER OF COMMERCE OF HUNTSVILLE-MADISON COUNTY** (hereinafter the “Chamber”) 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, the Chamber 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 the Chamber 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 the Chamber the sum of thirty five thousand dollars and no cents (\$35,000.00) 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. The Chamber pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the Chamber 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 the Chamber.

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

CHAMBER OF COMMERCE OF HUNTSVILLE-MADISON COUNTY

By: _____

Its: _____

Date: _____

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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 Chamber of Commerce of Huntsville-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 _____, 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

The Chamber of Commerce of Huntsville-Madison County (the “Chamber”), in coordination with the program of economic development, agrees that beginning as of the date of this Agreement, it will furnish and provide the following services to the City of Madison (“Madison”):

- Promote Madison as a key location for new and expanding business and industry.
- Include Madison officials in events, announcements, and internal proceedings that affect Madison or others of relevance in Madison County.
- Coordinate activities and meetings with the Madison Chamber of Commerce to reduce or eliminate the number of concurrent events on related subjects/topics.
- Maintain general and statistical information regarding Madison for response to industrial prospects and general inquiries.
- Respond to inquiries relating to business and industry, as well as general community issues pertaining to Madison.
- In coordination with the Industrial Development Board of the City of Madison, the Chamber shall maintain information on available industrial building and sites.
- Meet with industrial prospects on behalf of Madison, and present Madison industrial properties to prospects.
- Advise the Industrial Development Board of the City of Madison regarding procedures for obtaining appropriate State and Federal financial assistance concerning industrial expansion available to Madison.
- The Chamber shall be available to Madison and its Industrial Development Board for consultation on matters concerning the economic development of the City.

Madison and the Chamber agree that other specific services may be requested from time to time. The Chamber pledges to act on these requests in a good faith manner, and Madison agrees to pay for such services in an amount mutually agreed upon by both parties.