

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT IS MADE by and between the **Madison Chamber of Commerce, Inc.**, a non-profit corporation, (hereinafter “**MCC**”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, the Madison business community provides a significant portion of tax revenue to the City of Madison; and

WHEREAS, the MCC is a non-profit corporation organized to promote and support the City of Madison with a focus on the business community; and

WHEREAS, the MCC has the facilities and resources to provide essential services to the City to promote and market all types of events occurring within the City to regional, national, and international audiences, producing a positive economic impact to the City;

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 latter signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59pm on September 30, 2023.
2. During said term, it is hereby agreed that the MCC shall provide adequate economic promotion and marketing services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to the MCC the sum of seventy-five thousand dollars (\$75,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed hereafter 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 MCC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the MCC 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 MCC.

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

EXHIBIT A
SERVICES TO BE PROVIDED BY
THE MADISON CHAMBER OF COMMERCE, INC.

The Madison Chamber of Commerce (“MCC”) shall promote the City of Madison, Alabama, and events occurring within the City and build on established and new programs to produce a positive economic impact to the City. In addition, MCC will also continue to enhance their Business Development programs for new and existing businesses in the Madison area.

The following list represents programs and services to be performed for the City of Madison by MCC for the means of promotion, growth, and advocacy:

OVERALL OBJECTIVES

- Promote the City of Madison, Alabama and events occurring within the City.
- Provide support services and systems to benefit MCC members and consistently represent and advocate for their best interests.
- Enhance and grow Business Development programs for new and existing businesses in the Madison area.
- Seek partnerships for future economic development and a healthy business climate.
- Promote Madison’s quality of life and standard of living throughout the community.
- Partner with other “like” organizations to promote the Tennessee Valley community.

SPECIAL PROGRAMS & EVENTS PROMOTION

1. Provide PR and promotion of City of Madison events (both for the City of Madison and non-profit organizations working with the City of Madison for the benefit of the community). Includes but is not limited to:
 - a. City of Madison Parks & Recreation activities and events
 - b. Madison City Schools
 - c. Madison City Schools PTA Council
 - d. Madison Street Festival
 - e. Madison Visionary Partners
 - f. Trains on Main Scavenger Hunt
 - g. Insanity Halloween Event
 - h. Summer Run
 - i. Madison Christmas Parade
 - j. Madison Christmas Tree Decorating Contest
 - k. Madison Disc Dog Days
 - l. Civic Organizations
2. MCC shall organize, produce, promote, and execute the following events:
 - a. State of the City Address—*Connect 2022*
 - b. Taste of Madison

- c. Chamber Color Run
- d. Business Expo + Kids Day
- e. Best in Business Awards
- f. Tee Up Fore Business Golf Tournament
- g. Madison Market

RESIDENT RELOCATION

1. Provide relocation packages upon request and respond via email where appropriate.
2. Provide Madison City MCC Member businesses advertising opportunities in and on Relocation Packets.
3. Maintain and publish calendars of all city-wide events and programs.

RESPONSIBILITIES OF EXECUTIVE DIRECTOR AND BOARD

1. Attend meetings of the Board of Directors; Committee meetings; and Chamber events, whether before or after normal work hours.
2. Serve as the “face” of the Madison Chamber throughout the Tennessee Valley.
3. Participate in Huntsville-Madison County Chamber activities beneficial to the City of Madison and the Madison Chamber of Commerce which may include:
 - a. Montgomery, Alabama, trip
 - b. Washington, D.C., trip
 - c. Events where the governor and/or national, state, or local legislators are scheduled to attend
4. Focus on building relationships, when possible, with area organizations and leaders, including, but not limited to:
 - a. NASA
 - b. Redstone Arsenal
 - c. Other regional Chambers of Commerce
5. Establish and maintain an effective and efficient office that represents the professionalism and community pride of Madison.
6. Proactively and effectively promote Madison Chamber of Commerce through various forms of media and local activities.
7. Provide MCC business members with professional development, networking opportunities, marketing advice and access to exclusive advertising vehicles and distribution channels.