

**Resolution 2024-R-140**

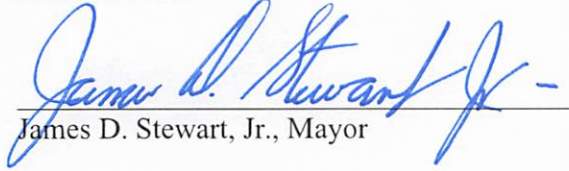
*Authorizes execution of a Performance Agreement with Essex Music Group, LLC for the City of Irondale's 137th Birthday Celebration Music Festival*

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr. or his designee is authorized to execute a Performance Agreement with Essex Music Group, LLC (in substantially the form attached hereto as Exhibit 1) for the City of Irondale's 137th Birthday Celebration Music Festival in an amount not to exceed Eighty Six Thousand Six Hundred Dollars (\$86,600.00) for musical performances and related items based upon the budget set forth in Exhibit A to the Agreement.

**ADOPTED & APPROVED:** This 6th day of August, 2024.

  
\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Allison, City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 6th day of August, 2024, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**EXHIBIT 1**

## PERFORMANCE AGREEMENT

This AGREEMENT ("Agreement") is effective on the date of the last party hereto to execute this Agreement and is by and between the **CITY OF IRONDALE, ALABAMA** ("City") and **ESSEX MUSIC GROUP, LLC** ("Essex Music").

Pursuant to all terms and conditions set forth in this agreement and its exhibit, Essex Music agrees to secure the artists and all necessary equipment for such artists' performances as set forth on Exhibit A (collectively referred to herein as the "Services") at the City of Irondale's 137th Birthday Celebration Music Festival ("Event"). In consideration of the provision of the Services, the City agrees to pay Essex Music the sum of \$86,600.00, which is to be allocated by Essex Music according to the budget set forth in Exhibit A. It is understood between the parties hereto that the consideration to be paid by the City to Essex Music includes all items set forth in the budget that includes the Event performance fees for the Artists set forth in Section 3 below.

1. **EVENT LOCATION:**     Beacon Park located in the City of Irondale, Alabama
2. **DATE(S) OF EVENT:**     September 28, 2024
3. **LENGTH OF PERFORMANCE:** 4:00 pm to 9:00 pm

**ARTISTS TO BE PROVIDED  
("Artists"): Ruben Studdard, Kirk  
Whalum, Ken Ford, Emily Joseph – Bands  
will be provided by any Artist desiring a  
band at such Artist's expense**

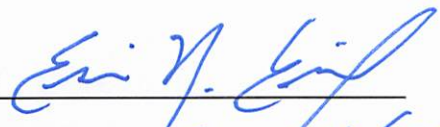
**Essex Music shall make no changes in Artists without the consent of City.**

4. **PAYMENT TERMS:**     An initial payment of \$43,300.00 shall be made by the City to Essex Music on or before August 7, 2024, to secure the presence of the Artists at the Event. The balance of the fee due to Essex Music for the Services shall be paid no later than the Event date.
5. **TERMS & CONDITIONS:**
  - a. Essex Music understands that there will be no charge to attend the Event.
  - b. In the event of weather which shall cause the Event to be rescheduled, Essex Music agrees to use its best efforts to work with City to reschedule the date of the Event.
  - c. Essex Music shall refund all amounts to the City that is paid by Essex Music to any Artist that does not perform at the Event due to illness.
6. **IMMIGRATION COMPLIANCE.** By signing this agreement, Essex Music affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of

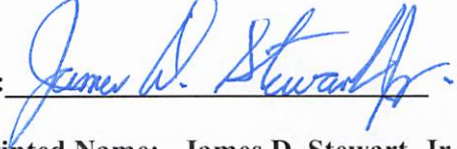
this provision shall be deemed to be in breach of the Agreement and shall be responsible for all resulting damages.

7. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.
8. **EFFECTIVE DATE.** This agreement shall become effective when both parties have signed.

Essex Music Group, LLC

By:   
Printed Name: ERIC N. ESSIX  
Date: AUGUST 13, 2024

City of Irondale, Alabama

By:   
Printed Name: JAMES D. STEWART, JR.  
Date: 8/15/2024

**Exhibit A**

<b>IRONDALE MUSIC FESTIVAL BUDGET</b>		
1.	Artist Fees	\$53,000.00
2.	Backline	\$4,700.00
3.	Full Production and Sound	\$21,000.00
4.	Catered Food	\$900.00
5.	Miscellaneous Fees (Tents, Tables, Portable Bathrooms, Green Rooms, Advertising, Banners and Signage	\$0.00
6.	Management Fees to Essex Music Group, LLC	\$7,000.00
	<b>TOTAL</b>	<b>\$86,600.00</b>