

STATE OF ALABAMA)
COUNTY OF MADISON)

**City of Madison Board of Education
Transportation Agreement
With
The City of Madison**

This agreement is made between the City of Madison Board of Education (hereinafter “MCS” and the City of Madison (hereinafter “Customer”).

1. **Term:** The term of this Agreement will begin on February 27, 2024, and end on December 31, 2024, except as otherwise provided.

Scope of Services to be provided: MCS will provide transportation services to Customer using MCS buses driven by MCS bus drivers during the term of this agreement for the following event or purposes:

- July Fourth Event – July 3, 2024 (Wednesday) between 4:00 p.m. and 11:00 p.m.
- Summer Day Camp – June 5, 2024 through July 24, 2024 (Wednesday of each week) from 8:30 a.m. through 12:00 p.m.
- Christmas Parade – December 12, 2024 (Thursday), rain date December 14, 2024 (Saturday) between 5:00 p.m. and 8:00 p.m.

3. **Compensation for Service:** Customer will pay MCS on the following basis:

\$20.00 per hour per bus and driver provided per route.

Other Terms Applicable to Services under this Agreement:

\$3.50 per mile and per bus

Payment: Payment of all invoices issued under this Agreement shall be due upon receipt and shall be delinquent after thirty (30) days. A late fee of Fifty Dollars (\$50.00) shall be applied to all invoices unpaid after thirty (30) days and for each additional thirty (30) days thereafter as long as the invoice remains unpaid.

4. **Indemnification:** Customer indemnifies and holds the Board harmless for any negligent or intentional act or omission of the City of Madison, its employees or agents, in any manner connected with the provision of the referenced transportation service, including but not limited to the Customer’s responsibility to provide adequate security and traffic direction, parking assistance, assistance with loading or unloading

of passengers on buses, or other services related to this event. The obligation to indemnify shall survive the termination of this Agreement.

5. **Immigration Compliance:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they 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 in breach of the agreement and shall be responsible for all damages resulting therefrom.
6. **Termination:** This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party.
7. **Notices:** All notices under this Agreement shall be given as shown below:

Customer: Attn: Paul Finley, Mayor
Madison Municipal Complex
101 Hughes Road
Madison, AL 35758

City of Madison Board of Education: Attn: Dr. Ed Nichols, Superintendent
Madison City Schools
211 Celtic Drive
Madison, AL 35758

DATED this _____ day of _____, 2024

CITY OF MADISON, ALABAMA, a municipal corporation

By: _____
Paul Finley, Mayor

CITY OF MADISON BOARD OF EDUCATION

By: _____
Edwin Nichols
Its: Superintendent