

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN  
THE CITY OF MADISON, ALABAMA, AND MADISON COUNTY, ALABAMA,  
FOR ROADWAY STRIPING**

This Memorandum of Agreement is entered into by and between the City of Madison, Alabama, a municipal corporation (the “City”) and Madison County, Alabama (the “County”) and shall be effective as of the date this Agreement is executed by the parties hereto. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date.

**WHEREAS**, Title 11, Chapter 102 of the Code of Alabama (1975), as amended, expressly provides for counties and incorporated municipalities in the State of Alabama such as the parties hereto to enter into a written contract such as this Agreement for the joint exercise of any power or service that each of them are authorized to execute individually; and

**WHEREAS**, the City has requested to utilize the County’s roadway striping contract pricing to stripe roadways within the City limits of Madison; and

**WHEREAS**, both parties have a common interest in the improvement and maintenance of these roadways;

**NOW, THEREFORE, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY MEMORIALIZE THE TERMS AND CONDITIONS OF THEIR AGREEMENT AND DECLARE THAT THEY ARE AND SHALL BE AS FOLLOWS:**

1. This Memorandum of Agreement is specifically intended to address the terms and conditions of the City’s requests for the County’s assistance in striping certain roadways in the City on an as-needed basis.
2. The project will be managed by the County utilizing its current striping contract. Project management will be coordinated with the City of Madison Public Works Department and the City Engineering Department.
3. The County shall invoice the City for the striping costs. The costs may be invoiced as one invoice at the completion of work or as multiple invoices based upon work progress, timing of submission to be at the County’s discretion. The City shall pay each invoice within thirty (30) days of receipt.
4. The County shall notify the City of any unanticipated cost overruns during work. All cost overruns shall be reviewed and approved by the Madison City Public Works Director or City Engineer prior to the County performing the work.
5. The striping contractor will perform all work within existing rights-of-way. The City hereby grants the County’s striping contractor access to the City rights-of-way to perform the striping services.
6. The term of this agreement shall commence on the date of execution, and it shall terminate upon the expiration of the County’s current striping contract which is expected to expire on . The County agrees to notify the City of any increase in the contractor’s pricing at least thirty (30) days prior to

any price increase. The County agrees to notify the City at least ninety (90) days prior to expiration of the Agreement.

**City of Madison, Alabama,  
a municipal corporation**

**Madison County, Alabama**

\_\_\_\_\_  
**Paul Finley, Mayor  
City of Madison**

\_\_\_\_\_  
**Dale Strong, Chairman  
Madison County Commission**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:**

**ATTEST:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_