

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 April 1, 2023 and end on April 1, 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:

- Easter Event- April 8, 2023 (Saturday) between 8:00 a.m. and 1:00 p.m.
- July Fourth Event - July 3, 2023 (Monday) between 3:00 p.m. and 11:00 p.m.
- Christmas Parade – December 9th, 2023 (Saturday) between 5:00 p.m. and 8:00 p.m.
- Summer Day Camp – May 31st, 2023 through July 28, 2023 (Either Monday or Wednesday of each week) from 8:00 a.m. through 12:00 p.m.

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

\$2 per hour per bus and driver provided per route.

Other Terms Applicable to Services under this Agreement:

\$3.19 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 Independence Day Fireworks Display and 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 _____, 2023.

CITY OF MADISON, ALABAMA, a municipal corporation

By: _____
Paul Finley, Mayor

CITY OF MADISON BOARD OF EDUCATION

By: _____
Edwin Nichols
Its: Superintendent