

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF MADISON BOARD OF EDUCATION
AND THE CITY OF MADISON, ALABAMA**

This Memorandum of Agreement (hereinafter the “MOA”) will serve as an agreement between the CITY OF MADISON BOARD OF EDUCATION (hereinafter, “Board”) and the CITY OF MADISON, ALABAMA (hereinafter the “City”), (collectively, the “Parties”) relating to the construction of sidewalk projects by the City to improve pedestrian access on and around school properties located in the City of Madison.

1.0 INTRODUCTION

The City and the Board have engaged in discussions to develop plans for improving sidewalk access to schools through construction of additional sidewalks and other intersection improvements within the City. Based on an analysis of the need for additional sidewalks and intersection improvements, the City and the Board would like to memorialize their agreement regarding the sidewalks and intersection improvements to be constructed and the appropriate cost-sharing arrangements relating to those projects.

2.0 AUTHORITY

Each of the parties to this Agreement covenants that it has full authority to enter into this MOA. The undersigned covenant that they have authority to enter into this agreement on behalf of the parties.

3.0 RESPONSIBILITIES OF THE PARTIES

3.1 City Responsibilities

- A. Sidewalk Improvements. The City will undertake and complete construction of various sidewalks throughout the City to support pedestrian transportation to various Madison City Schools (the “Sidewalk Projects”). The City will provide the labor, procure the materials, and provide design and construction administration services for the construction of said sidewalks. Specifically, the City will undertake and complete construction of the Sidewalk Projects described on Exhibit A to this Agreement.
- B. Easement, Right-of-Way Acquisition: The City will acquire necessary easements, or rights-of-way for the completion of the Sidewalk Projects, and construct the Sidewalk Projects in a timely and good and workmanlike manner, either by and through City staff or by and through licensed professionals and contractors selected through the City’s normal procurement process.
- C. Allocation of Costs: The City’s costs allocated against the Board funding will consist of and be limited to the City’s actual labor and material cost. The City shall

provide documentation to the Board of all expenditures made for the Sidewalk Projects upon request .

- D. Timely Completion. The City will undertake to complete the Sidewalk Projects by June 30, 2029. The Parties may extend the completion date by mutual agreement, and the Board will grant extensions of time to accommodate reasonable delays that arise from adverse weather conditions that prevent construction activities. Also, the deadline shall be extended automatically to the extent that the Parties are prevented from commencing or completing any Sidewalk Projects specified in this MOA due to any of the following causes beyond their control: (1) acts of God, (2) flood, fire, or explosion, (3) war, invasion, riot or other civil unrest, (4) governmental order or law, (5) actions, embargoes, or blockades in effect on or after the date of this MOA, (6) action or inaction by any governmental authority on project approvals, (7) national or regional emergency, (8) strikes, labor stoppages or slowdowns, or other industrial disturbances, or (9) shortage of adequate power or transportation facilities.
- E. Return of Unspent Board Funding. In the event that the City does not spend all Board Funding for the Sidewalk Projects within thirty six (36) months following the date that the Board transfers the funds to the City, the City shall return the unspent Board Funding to the Board, unless the parties agree to an extension of time for pending Sidewalk Projects.

3.2 *Board Responsibilities*

- A. Contribution Toward Infrastructure: The Board will pay to the City the sum of one hundred fifty thousand dollars (\$150,000) (the “Board Funding”) to be applied toward the Sidewalk Projects to be completed by the City hereunder. The Board will pay the Board Funding to the City within thirty (30) days after the Board’s receipt of written notice that the City is prepared, within sixty (60) days, to commence construction of the first of the Sidewalk Projects to be constructed by the City.
- B. Access: To the extent that any access to Board property is required by the City in connection with the design or construction of any of the above-referenced sidewalk or public infrastructure improvements, the Board hereby authorizes and extends consent for ingress-egress to Board property, and where applicable, authority to install referenced sidewalks on or adjacent to the Board’s property, subject only to reasonable notice to the Superintendent of the date(s) and timeframe during which construction activities are projected to occur.

4.0 MISCELLANEOUS

4.1 *Notices*.

Notices under this MOA shall be sent the following addresses:

City of Madison

c/o Ranae Bartlett, Mayor
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

With a copy to:
Megan Zingarelli, City Attorney
Legal Department
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

City of Madison Board of Education
c/o Eric Terrell, Superintendent
211 Celtic Drive
Madison, AL 35758

With a copy to:
Woody Sanderson, Board Attorney
Bishop Brooks, LLC
2101 Clinton Avenue W. Suite 402
Huntsville, AL 35805

4.2 *Successors in Interest*

The provisions of this MOA shall be binding upon and inure only to the benefit of the parties to the MOA and shall not be assigned to any other party without express written approval of the other parties.

4.3 *Compliance with Government Regulations*

Each party to this MOA agrees to comply with federal, state, and local laws, codes, regulations, and ordinances applicable to the work performed under this MOA.

4.4 *Severability*

If any provision of this MOA is declared by a court having jurisdiction to be illegal, unenforceable, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the MOA did not contain the particular provision held to be invalid.

4.6 *Amendments*

The terms and conditions of this MOA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

4.7 *Governing Law and Dispute Resolution*

This MOA shall be governed by and construed in accordance with the laws of the State of Alabama.

The parties shall endeavor to resolve any dispute arising out of or relating to this MOA by mediation under the Alabama Civil Mediation Rules. Unless the parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster.

Any controversy or claim arising out of or relating to this MOA or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

Dated this _____ day of _____ 2026.

CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas,
City Clerk Treasurer

CITY OF MADISON BOARD OF EDUCATION

By _____
Travis Cummings, President

ATTEST:

Eric Terrell, Superintendent

EXHIBIT A

The following sidewalks are included within the defined term “Sidewalk Projects.” Each sidewalk will be poured concrete built to standards required by the City in residential areas and will be approximately five feet in width with appropriate connections to other existing sidewalks in the referenced locations, as applicable.

Projects may be constructed in any particular order. The City will consult with the Board prior to initiating construction on any listed project to discuss any preferred order in the construction of the referenced projects and to assure that there are no then-current impediments to proceeding with construction.

1. Discovery Middle School - Hughes Road from Lynwood Boulevard to Oakland Trace.
2. Liberty Middle School – Connect Equestrian Lane to the rear entry of the school.
3. Bob Jones High School - Hughes Road from Eastview Drive to Conger Road.
4. James Clemens High School – Burgreen Road from Powell Road to Hatley Lane
5. James Clemens High School – Burgreen Road at Cedar Acres Drive to the parking lot next to the baseball field, including an ADA ramp and connection to an existing sidewalk at the Burgreen-Cedar Acres Drive intersection across Burgreen from the James Clemens campus.