

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between **MADISON GREENWAY & TRAILS, INC.** (hereinafter “**MG&T**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, MG&T will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate upon completion of the project described in Exhibit A. However, either party may terminate with or without cause upon provision of thirty (30) days' notice to the other party.
2. During said term, it is hereby agreed that MG&T shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MG&T a sum not to exceed ten thousand dollars and no cents (\$10,000) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MG&T pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MG&T agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MG&T.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MG&T regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MG&T, nor shall MG&T at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MG&T being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MG&T and that officers, employees, and any other agents of MG&T are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MG&T is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MG&T hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MG&T may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MG&T agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

MADISON GREENWAY & TRAILS, INC.

By: James Chamberlain
Its: President

Date: August 1, 2025

STATE OF ALABAMA

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COUNTY OF MADISON

I, the undersigned Notary Public in and for said County in said State, hereby certify that James Chamberlain, whose name as President of the Madison Greenway & Trails, Inc. is signed to the foregoing instrument, and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 1st day of August, 2025.



CITY OF MADISON, ALABAMA

ATTEST:

By:

Paul Finley, Mayor

Lisa Thomas, City Clerk

Date:

8/4/25

STATE OF ALABAMA

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COUNTY OF MADISON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this 4th day of August, 2025.



Kristen N. Brueth
Notary Public

Exhibit A

Madison Greenways & Trails, Inc., is a non-profit organization representing the interests of people wanting greater access to walking and hiking trails and bicycle paths; people concerned with preservation of natural areas and resources, wetlands, wildlife habitat, and scenic views; and people interested in preserving access to historical sites, in land use planning and in community enhancement. MG&T has partnered with the City of Madison Alabama since 2004 and serves on its Recreation Advisory Board. MG&T is a trail care partner of the Land Trust of North Alabama.

Working with the Land Trust of North Alabama, Madison Greenway & Trails (MG&T) is responsible for natural trail development and maintenance at Mill Creek Preserve and Rainbow Mountain Preserve (maps below). This special project request will help to fund planned projects for the next two months.

Additionally, MG&T will work with the Land Trust of North Alabama to produce a planning/site survey for Mill Creek Preserve. MG&T requests \$10,000 in council special projects funds for construction, design, and survey projects. The first trail in the new preserve is Old Providence Trail (OPT). It has begun construction, and is being built by MG&T, the Land Trust, and scout/community volunteers.

Funding will be used for the following materials and work:

- Trailhead kiosk with locked tool storage area. \$1,200
- Benches and trail signage. \$300
- Detailed preserve site survey and preliminary design, and initial trail construction support performed by the Land Trust of North Alabama. \$8,500
- **Total special projects request: \$10,000**

