

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 “Board”, or “MCS”) and the City of Madison (hereinafter “City”).

1. **Term:** The term of this Agreement will begin March 27, 2025, and end on December 31, 2025.

2. **Scope of Services to be provided:** MCS will provide transportation services to the City using Board buses driven by Board bus drivers during the term of this agreement for the following events or purposes:
 - Easter Event (April 12, 2025, Rain date: April 19, 2025)
 - July Fourth Event (July 3, 2025)
 - Summer Day Camp (Dates TBD)
 - Madison Police Kids Camp (June, exact dates TBD)
 - District Swim and Dive Meet (July 10-12, 2025)
 - Christmas Parade (Dates TBD)

The City will provide notice to the Board’s Transportation Department regarding the specific dates and times transportation is needed for events within the Scope of Services of this Agreement, as soon as possible but no less than forty-five (45) days before the event is scheduled to occur, including information regarding “rain days,” if applicable.

If there is a change in the scheduled date, or a need to reschedule, other than for emergencies, severe weather, or an agreed “rain date,” the City will provide notice of any requested changes to the Board’s Transportation Department at least two (2) business days in advance of the scheduled event. The City will notify the Department of a change to an agreed rain date at least one (1) business day before the original scheduled date. If notice of cancellation or changes in dates and times are not received within these required periods, the City will be invoiced for a minimum charge of four (4) hours per driver for the original scheduled date, in addition to the hours invoiced for the date on which transportation services are provided.

The City may request transportation for additional events during the term of this Agreement under the same terms stated for the events listed within this Scope of Services, provided that the City provides notice of additional events to the Board’s Transportation Department as soon as possible but no less than forty-five (45) days prior to the event date. Transportation services for such additional events will be considered based on availability of personnel and transportation resources and may be approved or denied at the discretion of the Superintendent.

All notifications of scheduled dates and times, and notification of delay or cancellation must be to Travis Schrimsher at (256) 774-4613 and/or tlschrimsher@madisoncity.k12.al.us copied to Dr. Ed Nichols, Superintendent.

3. **Compensation for Service:** City will pay MCS on the following basis:
\$35.00 per hour per bus and driver provided per route, plus
\$4.75 per mile per bus.
4. **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.
5. **Indemnification:** City 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 events for which transportation is provided and with provision of the referenced transportation service, including but not limited to the City'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.
6. **Termination:** This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party in advance of the Event.
7. **Notices:** All notices under this Agreement shall be given as shown below:

City of Madison:

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
E-mail:
ed.nichols@madisoncity.k12.al.us
and
Travis Schrimsher, Transportation
Director
tlschrimsher@madisoncity.k12.al.us
256-774-4613

DATED this ____ day of _____ 2025.

CITY OF MADISON, ALABAMA, a municipal corporation

By: _____
Paul Finley, Mayor

Attest: _____
Lisa Thomas, City Clerk-Treasurer

CITY OF MADISON BOARD OF EDUCATION

By: _____
Edwin Nichols
Its: Superintendent