

**MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MADISON BOARD  
OF EDUCATION FOR THE USE OF THE DISCOVERY MIDDLE SCHOOL  
GYMNASIUM AND NORTH PARKING LOT**

**THIS AGREEMENT IS MADE** by and between the **CITY OF MADISON BOARD OF EDUCATION**, (hereinafter “BOE”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”) (collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the BOE is the owner of property identified as Discovery Middle School, which is located within the city limits of Madison, Alabama; and

**WHEREAS**, on or about February 24, 2024, the City desires to use the Discovery Middle School Gymnasium and North Parking Lot for the yearly presentation of ReadyFest 2024; and

**WHEREAS**, ReadyFest 2024 is a community preparedness fair including a focus on safety, shelter, healthy living and economic readiness; and

**WHEREAS**, the City has determined that it is desirable and in the public interest to enter into this Agreement with the BOE for use of the Discovery Middle School facilities for ReadyFest 2024; and

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

1. Term: This Agreement shall come into effect when the Parties execute and affix their respective signatures hereto in their duly authorized capacities. The terms of this agreement shall only be for the date of February 24, 2024.
2. Compensation: During said term, it is hereby agreed that the City will not be required to provide the BOE any compensation for the use of the facilities for the one-day ReadyFest 2024 event.
3. Scope: The City will organize, operate, and coordinate the operations of ReadyFest 2024.
4. Independent Contractor: It is mutually understood and agreed, and it is the stated intent of the parties that the City and its employees and/or agents are in no way deemed to be an agent, representative, department, or division of the BOE. It is further mutually understood and agreed that officers, employees, and any other agents of the BOE are not nor shall they be deemed to be officers, employees, or agents of the City. The ReadyFest operations shall not be deemed or construed to be a partnership, joint venture with the BOE nor shall the City at any time use the name or credit of the BOE

in purchasing or attempting to purchase any services, goods, equipment, supplies, or other things whatsoever for ReadyFest 2024.

5. Non-Exclusivity: The Parties acknowledge that this Agreement is not for the exclusive use of the Premises.
6. Use: Under no circumstances and in no event shall the City use the Premises for any other activity or purpose than to operate and manage ReadyFest 2024.
7. Care of Premises: During the term of this Agreement, the City agrees to take care of the Premises, to commit no waste of property nor allow the same to be done, and, upon the termination of this Agreement, to surrender quiet and peaceable possession of said Premises in the same condition as at the commencement of this Agreement. The City shall neither place nor construct any permanent or temporary signs, buildings, or other structures on the Premises without the prior written approval of the BOE.
8. Compliance with Laws: The City agrees to comply with all applicable local, state, and federal laws in its execution of the responsibilities accepted and exercise of the rights conferred by this Agreement. The City further 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 or otherwise be subjected to unlawful discrimination.
9. Governing Law: This Agreement shall be governed by the laws of the State of Alabama.
10. Limitation of Liability: The BOE shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the City, its participants, agents, representatives, employees, members, or directors, or by any person at any time using, occupying, or visiting the appropriated Premises during the City's use of such property, or who may be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the City or any participant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind or of a different kind than matters and things above set forth, and the City shall indemnify and hold harmless the BOE from and against all claims, liability, loss or damage, whatsoever, including, but not by way of limitation, all costs, attorney's fees and expenses incurred on account of any such loss, injury, death, or damage and injuries to property and persons in, on, or about the Premises, from any cause arising at any time.
11. Insurance: The City agrees to provide proof of insurance coverage naming the BOE as an additional insured, in the amounts and for the types of coverage which may be required by the BOE's insurance carrier.

12. Non-Assignment: The City 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.
13. Waiver: The failure of either party to insist in any one or more instances upon a strict performance of any of the covenants, conditions, requirements, or promises of this Agreement shall not be construed as a waiver or a relinquishment of any other clause of this Agreement, but the same shall continue and remain in full force and effect.
14. Third Party Beneficiaries: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
15. Priority of Use: The Parties understand and agree that any use of the Premises contemplated in this Agreement is subject and subordinate to the public use, school system, and business needs of the BOE.
16. Entire Agreement & Amendment: The entire Agreement between the City and the BOE is contained in this Agreement and this Agreement may not be modified orally or in any other manner other than by an additional Agreement in writing signed by both parties.
17. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
18. Notices: All notices to City shall be addressed to:

City Attorney  
Madison City Hall  
100 Hughes Road  
Madison, Alabama 35758

All notices to the Board of Education shall be addressed to:

Attn: Dr. Ed Nichols, Superintendent  
Madison City Schools  
211 Celtic Drive  
Madison, Alabama 35758

**THE CITY OF MADISON, ALABAMA,  
a municipal corporation**

**ATTEST:**

By: \_\_\_\_\_  
*Paul Finley, Mayor*

\_\_\_\_\_  
*Lisa D. Thomas, City Clerk-Treasurer*

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

**CITY OF MADISON BOARD OF EDUCATION**

By: \_\_\_\_\_  
*Dr. Ed Nichols, Superintendent*

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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I, the undersigned Notary Public in and for said County, in said State, hereby certify that Dr. Ed Nichols, whose name as Superintendent of the City of Madison Board of Education is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City of Madison Board of Education.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Notary Public