

STATE OF ALABAMA )  
COUNTY OF MADISON )

**City of Madison Board of Education  
Transportation Agreement  
With  
CITY OF MADISON**

This agreement is made between the City of Madison Board of Education (hereinafter "MCS" and CITY OF MADISON (hereinafter "Customer").

1. **Term:** The term of this Agreement will begin on 3 JULY 2023 and end on 3 JULY 2023.

2. **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:

PROVIDE SHUTTLE SERVICE FOR ATTENDEES OF THE CITY OF MADISON  
JULY 4TH CELEBRATION

Scheduled Dates: 3 JULY 2023

Times: 3PM - 11PM

Route(s) or Destination(s): FROM BOB JONES HIGH TO DUBLIN PARK

Number of buses and drivers: 4-6

3. **Compensation for Service:** Customer will pay MCS for services provided on the following basis (complete one of the following options):

\$ 20HR per bus and driver provided per route

\$ \_\_\_\_\_ per day week month year (circle one)

\$ \_\_\_\_\_ for the event made the subject of this Agreement.

4. **Other Terms Applicable to Services under this Agreement:**

\$3.19 PER MILE PER BUS

5. **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.

6. **Insurance:** Customer will provide MCS with a Certificate of Insurance which names the City of Madison Board of Education and its bus drivers assigned to provide services under this contract as additional insureds reflecting applicable coverages of not less than \$1,000,000 of General Liability Insurance and \$1,000,000 of Automobile Liability Insurance. The “Description of Operations/Locations/Vehicles/Special Items” section of the Certificate of Insurance shall include a description of the purpose of the services to be provided under this Agreement, the dates, locations and MCS vehicles to be used in providing those services and the following specific certification:

**“The City of Madison Board of Education (“MCS”) and its employees who provide services under an agreement between MCS and the named insured, are additional insureds for the General Liability and Auto Liability Coverages listed on this Certificate of Insurance.”**

7. **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.
8. **Termination:** This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party.
9. **Notices:** All notices under this Agreement shall be given to the addresses shown below:

Customer: CITY OF MADISON

Attn: Paul Finley, Mayor  
100 Hughes Road  
Madison  
AL \_\_\_\_\_, 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.

**CUSTOMER:** CITY OF MADISON, ALABAMA, a  
municipal corporation

By: \_\_\_\_\_  
(Authorized Signer) Name Paul Finley

Its: Mayor  
(Title)

**CITY OF MADISON BOARD OF EDUCATION**

By: \_\_\_\_\_  
Edwin Nichols  
Its: Superintendent