

AGREEMENT BETWEEN

Austin Peay State University, Geographic Information Systems Center

AND

Building & Codes Department, Town of Ashland City, Ashland City, TN

This Agreement is made this 23 day of February, 2023, by and between Austin Peay State University, Geographic Information Systems (GIS) Center hereinafter referred to as the "Contractor" and Building & Codes Department, Town of Ashland City, Ashland City, TN hereinafter referred to as "Client".

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

- A. The Contractor agrees to perform the following base-level services:
- Perform monthly or as-needed updates of zoning, upload to server, and maintain REST service of zoning for inclusion in iWorQ system.
 - Spatially tie zoning to an individual Ashland City parcel set based on our most current parcel data, upload to server, and maintain REST service of zoned parcels for inclusion in iWorQ system.
 - Maintain REST Service of the 911 Centerlines for inclusion in iWorQ system (Linda has already authorized sharing of the centerlines for this purpose.)
 - Provide GIS technical support on the client's behalf with software vendors, such as iWorQ
 - Provide support to clients for GIS technical issues and recommendations for leveraging GIS capabilities in current and future projects.
 - Assist clients with basic spatial analysis in support of planning and growth initiatives.
 - Develop digital maps on an as-needed basis.
 - Urgent projects with a delivery date within 2 weeks of the initial request may be subject to additional fees.
- B. The Client agrees to compensate the Contractor as follows:
1. Rate of compensation:
The Contractor shall be compensated for the base services described above in Section A at the sum of \$ 12,480.00.
- The Client shall pay \$12,480.00 for base services at the contract execution. In 4 quarterly installments of \$3,120.
- Services not listed in Section A of work will be charged at a rate of \$75/Hour.
2. Payments to the Contractor shall be made according to the schedule set out above. Payments shall be made only upon the submittal of invoices by the Contractor.
- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

2. The Client warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Client in connection with any work contemplated or performed relative to this Agreement.
3. The term of this contract shall be from 07/01/2024 to 07/31/2025.
4. This Agreement may be terminated by either party by giving written notice to the other, at least **90** days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
5. This Agreement may be modified only by a written amendment executed by all parties hereto.
6. Reports, maps, data, analysis, and other products shall remain the property of the Contractor. The database shall be maintained to ensure its long-term usefulness and accessibility to the Client. The Contractor reserves the right to use the data and its derivative for bona fide teaching and research purposes.
7. The Contractor shall not assign this Agreement or enter sub-contracts for any of the work described herein without obtaining the prior written approval of the Client, as appropriate.
8. This contract prohibits the hiring of illegal immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that the Client attest in writing that the Client will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("Attestation"), which is attached and hereby incorporated by this reference.

If the Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. The contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.

9. The agreement is to be governed by and construed in accordance with the laws of the State of Tennessee.

D. The Contract Documents consist of this Agreement and any Addenda and/or Amendments to this Agreement hereafter executed. In the event that provisions of the Contract documents conflict, priority for interpretation shall be as follows: Addenda and/or Amendments and the Agreement.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

Building & Codes Department, Town of Ashland City, Ashland City, TN, Cheatham County, Tennessee

BY: _____

TITLE: _____ DATE: _____

BY: _____

TITLE: _____ DATE: _____

Austin Peay State University

BY: _____

TITLE: _____ DATE: _____