

AMENDED AGREEMENT FOR BILLING SERVICES

This Agreement for Billing Services (the "Agreement") is executed by and between the City of Madison, Alabama, a municipal corporation (hereinafter referred to as "City") and Athens Utilities, a division of the City of Athens, Alabama, a municipal corporation organized under the laws of the State of Alabama, (hereinafter referred to as "AU").

WITNESSETH:

WHEREAS, the City has established and assessed mandatory trash and garbage collection charges for residential dwellings within the corporate limits of the City; and

WHEREAS, AU has the means to invoice and collect said fees from the residents of those dwellings which are located in Limestone County and served by AU; and

WHEREAS, the City desires to enter into this Agreement with AU for its provision of garbage and trash fee billing and collection services for residential dwellings within the City that are located in Limestone County;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Commencement, Effective Date, and Term.

The term of this Agreement shall commence on October 1, 2023, and it shall remain and continue in full force and effect until September 30, 2026 (the "Term"), unless the same is terminated before said date pursuant to the provisions of this Agreement.

Section 2. Services.

As part of its monthly billing statement sent to its customers living within the corporate limits of the City, AU shall include a separate line item reflecting the total amount to be charged per residence for garbage collection and trash collection. AU then shall collect the fees remitted by those residential utility customers and disburse them according to Section 4.

Each month, AU shall provide the City available financial data related to the charge and collection of the garbage service and trash service fees, such as the total number of residential customers living within the City which were billed by AU for those services; the total amount collected by AU for those services; the total amount recorded as receivables; and the total amount allowed for accounts uncollectible.

Section 3. Payment for Services.

For the services provided under Section 2, the City will pay, and AU will accept for the period dating from October 1, 2023, through September 30, 2026, ninety-five cents (\$0.95) per residential customer located within the corporate limits of the City and billed by AU for utility services.

Section 4. Remittance of Receipts.

On a monthly basis, AU shall remit to the City all receipts for trash and garbage collection, less the amount owed to AU for all billing and collection services based on the fee set forth in Section 3, as determined by the prevailing contract price.

Section 5. Currency of Pricing.

It shall be the responsibility of the City to provide AU with the duly authorized resolution reflecting the current contract pricing for each service being billed under this Agreement. In the event of any future amendments to the amounts to be collected, City shall notify AU immediately upon the Council's authorization of such change and provide AU with a copy of the resolution creating the change and provide the effective date thereof. The parties will cooperate to ensure any changes in pricing are approved, communicated, and implemented in an appropriate and timely fashion such that the contractor and the residents are billed and paid in accordance with the Council's action.

Section 6. Extension of Agreement.

This Agreement shall conclude and terminate (i) at the end of the Term and (ii) upon a written notice by either party to the other that the Agreement has concluded and terminated due to the end of the Term. If the Term has concluded and such notice has not been issued, then the Agreement shall continue on a month-to-month basis, until such notice is issued.

Section 7. Amendment.

To become effective, any amendment of this Agreement must be in writing, authorized by each party's governing body, and signed by their duly authorized representatives.

Section 8. Indemnity.

To the extent permitted by law, the City agrees to indemnify and hold AU harmless from all claims, lawsuits, actions or causes of action, which arise from or relate to AU's performance of its obligations under this Agreement.

Section 9. Termination of Agreement.

AU may terminate this Agreement at any time during the Term by serving a written notice to the City at least six (6) months prior to the termination date.

The City may terminate this Agreement during the Term by serving a written notice to AU at last six (6) months prior to the termination date.

Section 10. Notices.

Any notice provided pursuant to performance under this Agreement must be in writing and delivered by personal service, via a common carrier/document delivery service, or by placing the same in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the party as set forth below or such other address as the party may later designate by notice.

To City:

Mayor's Office
City of Madison, Alabama
100 Hughes Road
Madison, Alabama 35758

To AU:

Director of Finance
Athens Utilities
1806 Wilkinson Street
Athens, Alabama 35611


IN WITNESS WHEREOF, the undersigned hereby affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

Two (2) signature pages to follow.

Remainder of page intentionally left blank.

Athens Utilities, a division of the City of Athens, Alabama, ATTEST:
a municipal corporation organized under the laws of the
State of Alabama,


William R. Marks, Mayor, City of Athens


Annette Barnes, City Clerk/Treasurer

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

I, Lisa C. Brooks, a Notary Public in and for said County, in the said State, do hereby certify that William R. Marks and Annette Barnes, whose names as Mayor and City Clerk/Treasurer of the City of Athens, Alabama, a municipal corporation organized under the laws of the State of 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, as such officers and with full authority, they executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 18th day of April, 2024


NOTARY PUBLIC

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City of Madison, Alabama, a municipal corporation

ATTEST:

Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, _____, a Notary Public in and for said County, in the said State, do hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer of the City of Madison, Alabama, respectively, 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, as such officers and with full authority, they executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and seal this ____ day of _____, 2024.

NOTARY PUBLIC

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