



The amount of funding the parties have previously committed to contribute is as follows:

City of Huntsville	\$30,000
City of Madison	\$15,000
Huntsville Utilities	\$15,000
Athens-Limestone GIS Consortium	\$15,000
Madison County	\$15,000
Madison Utilities	\$10,000

HU, Madison, MU, the County, and ALG shall pay the amounts respectively committed by each of them to Huntsville within thirty (30) days from when this Agreement is executed by all of the Parties.

Huntsville will invoice and collect all amounts committed by the other Parties. Huntsville will utilize the funds only for the purpose of the North Central Alabama 3DHP. Once all funds have been received, Huntsville shall pay the collected funds and its contribution over to the USGS in a single payment, or as otherwise directed by USGS.

## **2. Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. A Party seeking to bring an action relating to the validity, construction, interpretation and enforcement of this Agreement will institute such action in the Circuit Court of Madison County, Alabama, or in the United States District Court for the Northern District of Alabama.

## **3. Headings.**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

## **4. Miscellaneous.**

The Parties agree that the sole purposes of this Agreement are to memorialize Huntsville's role in collecting the funding for the North Central Alabama 3DHP from the other Parties and disbursing the same to the USGS for such project as well as confirming the other Parties' commitment to provide said funding to Huntsville for the funding of such project. Huntsville makes no representations, warranties, covenants, promises, or commitments of any kind whatsoever of, about, in connection with, or in any way relating to the USGS or

the North Central Alabama 3DHP other than that it will collect and disburse funds as provided for herein.

**5. All Amendments in Writing.**

No provisions in either Party's purchase orders, or in any other business forms employed by either Party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each Party to this Agreement.

**6. Third Parties.**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

**7. Non Discrimination Policy.**

In consideration of this agreement, the Parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

**8. No Assignment.**

No Party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other Party.

**9. Entire Agreement.**

The Parties have read this Agreement and agree to be bound by its terms and further agree that it constitutes the complete and entire agreement of the Parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by any Party, which are not expressly stated herein, shall be binding on such Party.

**10. Electronic Signatures.**

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

**11. Limitation of Liability.**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **12. Mutual Representations.**

Each Party represents and warrants to the other Party that: (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable laws in connection with the its obligations under this Agreement, and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the effect of bankruptcy, insolvency, and similar laws affecting the rights and remedies of creditors, and general equitable principles.

## **13. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which would be deemed to be original and all of which taken together will constitute one and the same agreement.

## **14. Further Assurances.**

The Parties shall at their own expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or perform the intent and purposes of this Agreement or to show the ability to perform the intent and purposes of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date last written below.

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_

Tommy Battle

Its: Mayor

Attest: \_\_\_\_\_

Shaundrika Edwards

Its: Clerk

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

**HUNTSVILLE UTILITIES**

**MADISON UTILITIES**

By: \_\_\_\_\_

Wes Kelley

Its: CEO and President

By: \_\_\_\_\_

Mark Bland

Its: \_\_\_\_\_

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

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

**CITY OF MADISON, ALABAMA**

By: \_\_\_\_\_

Ranae Bartlett

Its: Mayor

Attest: \_\_\_\_\_

Lisa Thomas

Its: Clerk

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

**MADISON COUNTY, ALABAMA**

By: \_\_\_\_\_

Ronald "Rex" Vaughn, II

Its: Chairman

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

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

**ATHENS-LIMESTONE GIS CONSORTIUM**

By: \_\_\_\_\_

Jackson Miller

Its: \_\_\_\_\_

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