



Huntsville Utilities

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Memorandum of Understanding (MOU)

Between

- The City of Huntsville d/b/a Huntsville Utilities ("Huntsville Utilities"),
- The City of Huntsville ("City of Huntsville")
- Madison County, Alabama ("Madison County"), Cliff Mann, in his official capacity as Tax Assessor of Madison County, Alabama ("Tax Assessor")
- The City of Madison ("City of Madison")

Purpose

The parties acknowledge and agree that the orthophotography files used by each party hereto have similar attributes and cover Madison County, Alabama, and surrounding areas. The parties also recognize that, by sharing costs, they seek to avoid duplication of effort and costs. It is the intent of the parties that the County, City of Huntsville, Huntsville Utilities, and City of Madison shall share equally in all costs associated with the acquisition and sharing of digital orthophotography of Madison County and surrounding jurisdictions and service areas. The parties acknowledge that the Tax Assessor of Madison County will bear only the costs of imagery acquired in Madison County, Alabama.

Scope

Acquisition and sharing of aerial imagery, satellite imagery, and basemap products. Use of shared imagery and Planimetric maps for analysis, visualization, planning, and operational activities. Responsibilities of each Party in contributing to, maintaining, or using shared resources.

Roles and Responsibilities

All Parties:

Mutually agree upon the acquisition area by participating in the planning of the project.

Participate in reviewing pilot data for color and data accuracy.

Report any data issues or discrepancies to the group.



256-535-1200



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Huntsville, AL 35804



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Huntsville Utilities:

Coordinate the acquisition and sharing of digital orthophotography.

Coordinate all work received to facilitate contract approval and ensure that the contract is fully executed prior to the start of the acquisition.

Coordinate with other Parties on updates or changes.

Place and remove ground control.

Invoice other parties for their portion of the project.

City of Huntsville:

Provide GPS data of ground Control as needed.

Update the Planimetric maps of Buildings/Structures and Edge of Pavement of the City of Huntsville portions of the acquisition area.

Combine all Planimetric maps into a single GDB/Shapefile for distribution to all parties.

Madison County (Tax Assessor):

Update the Planimetric maps of Buildings/Structures and Edge of Pavement of the Madison County portions of the acquisition area.

City of Madison:

Approve data provided in a timely manner.

Terms

Unless otherwise terminated pursuant to the terms hereof, this MOU shall have a term of two years (the "Initial Term"), commencing on the Effective Date. The Initial Term shall be automatically renewable for subsequent two-year terms unless any party notifies all of the other parties of its intent not to renew this MOU within 90 days before the end of the then current two-year term. The Initial Term provides sufficient time for the complete acquisition of the orthophotography.



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Additional Parties Terms

The parties hereto agree that if other governmental entities desire to share in the costs of acquiring the orthophotography, in order to obtain copies of such updated photos, or portions of such, the parties hereto will mutually agree, by email, upon the amounts charged to these entities, and any reduction in the total costs incurred in completing the project each Term will be shared equally by all parties during such Term.

Funding

Madison County, City of Huntsville, City of Madison and Huntsville Utilities agree to jointly and equally fund a two-year project of aerial photography of the County and selected areas outside of Madison County during the Initial Term. Said two-year term may be extended as described above in "Terms."

Expenses. The parties agree to share equally the following expenses during the Term of this MOU: Expenses related to the engagement of a third party by Huntsville Utilities to acquire aerial photography, to scan and triangulate the aerial photographs, deliver digital orthophotography of selected areas and to establish and maintain ground control, all in connection with the Project.

Each participants' estimated share of the expenses identified above will be calculated yearly, on a project-by-project basis and presented in May of each year for Budgetary purposes.

Each party is responsible for confirming the accuracy of any Deliverables consistent with such party's use of such Deliverables. Huntsville Utilities represents and warrants that all Deliverables will meet or exceed the State of Alabama Property Tax Division specifications for such Deliverables: provided however, the parties hereto acknowledge and agree that Huntsville Utilities shall not be liable for any damage, costs, expenses or otherwise arising out of the use of or reliance on the Deliverables by the Madison County Tax Assessor, the City of Huntsville, City of Madison, or any other third party. Any provision to the contrary notwithstanding, HU does not agree to indemnify or hold any person or party harmless from any claim or damages. HU does not assume liability for any person or party.

Huntsville Utilities will invoice Madison County, City of Huntsville, City of Madison and



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Huntsville Utilities for 25% of the total expenses incurred for the Project, relative to Madison County, on a yearly basis, and payment terms will be net 30 days. The shared expense for areas outside of Madison County properly will be reviewed and agreed to by each party for each Project.

Participation in the project(s) contemplated by this MOU during the Initial or any subsequent term and any individual time period or project therein is expressly contingent upon presentation of a separate request for funding approved by the governing body of the participating governmental entities.

General Provisions. This MOU shall be governed by Alabama law and shall be binding on each such parties' successors and assigns. Notwithstanding the foregoing, this MOU is not assignable, by operation of law or otherwise, by any party without the prior written consent of all other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

MADISON COUNTY, ALABAMA

Madison County Commission *Mac McCutcheon, Chairman*

MADISON COUNTY TAX ASSESSOR

Cliff Mann
Tax Assessor

CITY OF HUNTSVILLE



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Tommy Battle *Mayor*

CITY OF MADISON

Ranae Bartlett

Mayor

HUNTSVILLE UTILITIES

Wes Kelley

CEO and PRESIDENT



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