

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 of the date of approval of this Agreement.

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.

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.

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, including all Exhibits, 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.

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: _____

Its: _____

Date: _____

Date: _____

CITY OF MADISON, ALABAMA

By: _____

Ranae Bartlett

Its: Mayor

Attest: _____

Lisa Thomas

Its: Clerk

Date: _____

MADISON COUNTY, ALABAMA

By: _____

Mac McCutcheon

Its: Chairman

Attest: _____

Its: _____

Date: _____

ATHENS-LIMESTONE GIS CONSORTIUM

By: _____

Date: _____

Its: _____
