

**AGREEMENT BY AND BETWEEN THE
EAST ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION
AND THE CITY OF ASHLAND**

THIS AGREEMENT, entered into as of this _____ day of _____, 2023 by and between the East Alabama Regional Planning and Development Commission, a public non-profit corporation operating under the laws of the State of Alabama, enacted under Act No. 1126, 1969 Legislative session, with its offices located at 1130 Quintard Avenue, Anniston, Alabama (hereinafter called the Commission) and the City of Ashland (hereinafter called the City), shall become effective on _____.

WITNESSETH THAT:

WHEREAS, the City desires to engage the Commission to render technical and professional services, hereinafter described.

NOW, THEREFORE, the City and the Commission do mutually agree as follows:

ARTICLE I – EMPLOYMENT OF COMMISSION

The City agrees to engage the Commission and the Commission hereby agrees to perform the services hereinafter set forth in a professional and proper manner, as prescribed in accordance with accepted planning program practices.

ARTICLE II – SCOPE OF SERVICES AND STATEMENT OF RESPONSIBILITIES

The Commission staff will assist the City by providing the following general services:

1. Prepare a City-wide computerized model of Census Bureau maps and data files using the Commission's geographic information system;
2. Prepare a City-wide redistricting plan to the satisfaction of the City Council;
3. Facilitate the required public hearings;
4. Prepare a public display map of district boundaries and a display table of district population summaries; and
5. Work with the City Attorney to file the proposed redistricting plan with the U.S. Department of Justice.

The City shall assume the following responsibilities under the terms of this Agreement:

1. Staff review of all information and maps prepared by the Commission's staff;
2. Providing copies to the Commission of any current ordinances, legal documents (including documents relating to any prior, current, or pending legal actions that may be relevant to voting rights or the redistricting process), resolutions, or maps which may be in the City's possession and which have a direct bearing on the project;
3. Providing access to the City's legal counsel as may be required to resolve legal issues surrounding the project. The City also shall agree to pay for any additional costs associated

with legal representation by the Commission's staff and/or attorney that may be necessary to resolve a pending or future court challenge of the City's redistricting plan;

4. Paying any publication costs arising from the publication of public hearing notices for the project, and providing a suitable location for all required public hearings;
5. Providing all transcription services needed to record a transcript of all required public hearings;
6. Paying the cost of shipping the proposed redistricting plan to the U.S. Justice Department; and
7. Providing supporting information or input in a timely manner as needed to support the Commission's work.

ARTICLE III – TIME OF PERFORMANCE

Services for the project shall commence on _____ and are to be completed no later than _____.

ARTICLE IV – GENERAL

- A. **PERSONNEL:** The Commission warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.
- B. **OFFICE SPACE:** The Commission agrees to provide and maintain the office space and facilities required to perform all services as called for under this agreement, at no additional expense to the City beyond normal indirect costs as stipulated in Article V.
- C. **INFORMATION AND MATERIALS:** The City agrees to make available to the Commission any maps, documents and materials or any other information in its possession or otherwise readily available, which has a direct bearing on the redistricting project at no expense to the Commission.
- D. **DOCUMENTS PROVIDED TO THE CITY:** It is agreed that the Commission staff shall provide the City with all surveys, reports, and maps completed in performing the services described in Article II.
- E. **GIS DATABASE:** It is mutually agreed that the GIS Database is proprietary data in which the City and the Commission have an investment and a mutually vested interest. Consequently, the City agrees not to release the digitized database to third parties without the express written permission of the Commission. The purpose of this provision is not to restrict dissemination of printed materials by the City or utilization of printed materials by the public. The intent is to prevent for-profit exploitation of the digitized database by third parties that did not contribute to or invest in the creation of that database.

The Commission will make the digitized data available to third parties upon the written request of the City. Under those circumstances, the City agrees that the Commission retains the right to stipulate conditions for use of said data to ensure that the digitized data is not

commercially exploited by nonpublic users or released to other individuals, parties, companies, or corporations without the express authorization of the Commission.

If the Commission is requested to provide the digitized data and/or printed products from the GIS Database, the Commission is authorized by the City to establish a fair and reasonable fee for the provision of that data or printed materials to a third party, said fee being intended to permit recovery of the expenses entailed in staff time, materials, equipment utilization, and overhead.

ARTICLE V – COMPENSATION AND METHOD OF PAYMENT

Based on current estimates, the total approved cost of the Commission’s responsibilities for services called for in ARTICLE II of the agreement shall not exceed the amount of \$1587.20. If, however, conditions exist through changes in the scope of the work or in program requirements which would result in a cost over-run, this amount may only be exceeded by mutual agreement hereto by the City and the Commission and amendment of the Agreement. If the City elects not to amend this Agreement to cover any cost over-run, the Commission will turn over to the City all work that has been completed to the date that said total budget was expended. The City and the Commission mutually agree to the cost responsibilities for the Commission’s services as follows:

City of Ashland	\$1,587.20
TOTAL	\$1,587.20

ARTICLE VI – TERMINATION FOR CONVENIENCE OF THE CITY

This agreement may be terminated for the convenience of the City by submitting a written notice to the Commission sixty (60) days in advance of the date upon which the City desires the agreement be terminated. Upon such termination, the Commission shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the actual work performed bears to the total work called for under this agreement

ARTICLE VII – TERMINATION FOR CAUSE

If, at its sole discretion, the City determines that the Commission has not performed the services as called for herein in ARTICLE II in a timely and proper manner, and if the Commission shall violate any provision contained herein, the City shall maintain the right to terminate this agreement by the issuance of a ten (10) day notice to the Commission stating its intentions and the justification therefore. Upon such termination, the Commission shall be entitled to fair and equitable compensation for services rendered as determined by the City. However, the Commission shall not be held responsible for performance delays caused by the City of circumstances beyond the exclusive control of the Commission.

ARTICLE VIII – ASSIGNMENT

It is agreed and understood that no provisions or rights as provided under this agreement shall be assigned or subcontracted by the Commission without the express written consent of the City.

ARTICLE IX – AMENDMENTS

It is expressly understood and agreed that in the event conditions exist that require a substantial increase or decrease in the services to be provided herein, this agreement may be amended in total or in part by mutual written agreement.

ARTICLE X – AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the Office of Examiners of Public Accounts or an independent auditor hired to audit either the City of the Commission’s financial records may deem necessary, both parties to the agreement shall make available to said State or independent auditors for examination all records pertinent to all matters covered by the agreement and will permit said auditors to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement. The above requirement shall remain effective for three (3) years after the termination of this agreement. Further, both parties agree to abide by audit standards as established by OMB Circular A-128.

IN WITNESS WHEREOF, the City and the Commission have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

Chelsey Wynn, City Clerk

Larry J. Fetner, Mayor
City of Ashland

Frank Humber
Deputy Director, EARPDC

Lori Corley Sokol
Executive Director, EARPDC