



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025

File ID: 2025-715

Department: Traffic Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Southern Lighting and Traffic Systems for Annual Software Maintenance Agreement.

Resolution No.

Finance Information:

Account Number: 1000-00-00000-140200-000000000-

City Cost Amount: \$27,355

Total Cost: \$27,355

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: This annual software maintenance agreement is for Centracs, which is our traffic control system that is used to communicate with, make changes to, and receive alerts from our traffic signals back to our Traffic Control Center. This system is tailored to our needs and programmed to our specific traffic signal settings.

RESOLUTION NO. 25-643

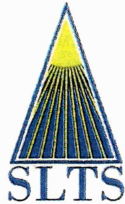
BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Software Maintenance Agreement between the City of Huntsville and Southern Lighting and Traffic Systems, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Software Maintenance Agreement between the City of Huntsville and Southern Lighting and Traffic Systems.” consisting of six (6) pages and the date of August 14, 2025 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

Mayor of the City of Huntsville,
Alabama



Southern Lighting and Traffic Systems

Software Maintenance Agreement

July 3, 2025

Hannah Brown
City of Huntsville,

Dear Hannah,

Here is the annual Software Maintenance Agreement pricing for the next term (Sept 1, 2025 - Aug 31, 2026). SLTS manages all Software Maintenance Agreements (SMA) by Econolite for our customers. Since we are the primary service and support provider, we prefer to manage any SMA directly with the end users, as opposed to having the customer ask Econolite for support.


As a full-line Econolite distributor, our technicians are fully trained and experienced in all Econolite products and software. We have local offices and can be on-site, if needed, within 24 hours of a reported issue. We can also reliably support customers with VPN remote access into any network, given proper permission and access by the customer or agency.

Upon renewal, your SMA will be updated with the new subscription.

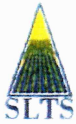
Please review the Software Maintenance Agreement plan and let us know if you have any questions. Multiple years can be purchased at the listed pricing, protecting Huntsville from future price increases for the current system configuration. Up to 3 years can be purchased at one time. If the City adds additional intersection licenses, or additional modules are added to the system, pricing modifications will be issued to the current pricing schedule.

Thanks for the opportunity to allow us to serve you.

Regards,


Mark M. Zinn
ITS Applications Specialist

President of the City Council of
the City of Huntsville, Alabama
Date: 8/14/25



Southern Lighting and Traffic Systems

Annual Software Maintenance Agreement

This agreement is for Centrac software maintenance to be provided by Southern Lighting and Traffic Systems (hereafter referred to as "SLTS") to Huntsville, AL, (hereafter referred to as "Agency") as follows:

PRODUCTS COVERED

This Agreement covers systems maintenance support of the base Centrac system software licensed to the City of Huntsville (hereafter referred to as "Agency") being supported by Huntsville, AL [250 Centrac Licenses, Advanced CCTV]. This Agreement does not cover third party commercial off the shelf (COTS) software (even if that software is required for correct system operation), system hardware, communications equipment, or field equipment and software unless that software falls under the base Centrac system software license Agreement.

PERIOD OF COVERAGE

This coverage is valid for one (1) year from the commencement date of this Agreement. This Agreement shall automatically renew at the end of each term for a successive one (1) year term unless either Party gives written notice of its intention not to renew sixty (60) days prior to the expiration of the current term.

COVERAGE

- Minimum of one annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Customer or Agency.
- Proactive System Health Monitoring. A third-party application is used to collect Centrac software log data that can be reviewed to identify anomalous system behavior.
- Standard Technical Support. Technical support of system software via telephone, email or remote access provided by the Customer or Agency.

TECHNICAL SUPPORT

Technical support and service from SLTS shall be coordinated through the Agency and SLTS shall be the first contact for all support calls. In the event SLTS is unable to provide the required technical assistance, SLTS will contact Econolite for additional support. Support from Econolite will be provided by remote access provided by Agency unless on-site support is requested by the Agency or SLTS deems necessary. In the event on-site support is provided, SLTS, at its option, may invoice for time, travel and lodging as identified in the provisions below.

TECHNICAL SUPPORT HOURS OF OPERATION

8:00am to 5:00pm (Atlantic Time) / Monday – Friday except for holidays recognized by SLTS. Support requests received outside normal hours of operation are generally responded to within twenty-four (24) hours.

TECHNICAL SUPPORT CONTACT INFORMATION

Local Account Manager or,

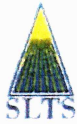
Phone: 770.205.9007

Online at www.southernltg.com/support

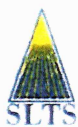


PROVISIONS

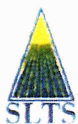
1. An invoice shall be submitted to Customer prior to the expiration of the current coverage. To be paid to SLTS according to standard Customer terms.
2. Annual pricing is subject to change. SLTS will provide Customer with a quote indicating annual pricing, including any discount for Customer's prompt agreement to renew, prior to the end of the renewal term.
3. SLTS shall ensure the Agency maintains internet access, or VPN (Virtual Private Network) connection for remote access to the system by SLTS. SLTS will provide support services by means of remote access. Such means may include, without limitation, remote access to Agency computer(s), remote telephone consultations, and the provision of written documentation and other materials to Agency, by mail or electronic means. Response time for requests for remote support shall be kept under twenty-four (24) hours.
4. SLTS working with Agency acknowledges that it must grant access to SLTS in order for SLTS to install a third-party application to collect data that can be used by SLTS to monitor the performance of Centracs and related hardware components and to provide backup protection. SLTS shall install the application upon Agency's grant of access.
5. In the event SLTS deems Agency's hardware, operating system, or other third-party software insufficient for installation of an Upgrade Release, then the Agency shall be responsible for the cost and installation of any new hardware or software as may be required.
6. In the event SLTS identifies a fault or failure in software or hardware not covered under this Agreement, which affects the operation of the ATMS, then Customer working with the Agency agrees to take prompt action to correct such faults and failures. Upon correction of said failures, SLTS shall ensure that the ATMS is restored and operational within five (5) working days.
7. In the event SLTS identifies a fault or failure in Centracs system software covered under this Agreement, which affects the operation of the ATMS, SLTS shall ensure that the system is restored and operational within five (5) working days. If the failure is due to third party hardware or software provided by SLTS, SLTS will ensure that the system is restored within five (5) days of the third party replacing or repairing the items which they supplied.
8. This Agreement may be voided at the option of SLTS if the Agency modifies any part of the ATMS Centracs system software where source code has been provided. SLTS will determine, at its discretion, if these modifications impede the ability to provide continued support and system upgrades.
9. A software upgrade may require hardware and third-party COTS software (e.g. operating systems, database servers, drivers, etc.) upgrades to ensure the performance and functionality of the system. SLTS will provide details of minimum system requirements, and the system will be upgraded at Agency's cost to meet or exceed these requirements at least one week prior to the base ATMS software upgrade.



10. An upgrade may not support all the functionality of the previous version of the ATMS. Prior to the upgrade, SLTS will provide Agency with release notes for the new product that describes new and modified functionality. It is not anticipated that any core functionality will be lost; however, support for obsolete field devices may not be included in future system upgrades.
11. There shall be no third-party applications loaded onto any server, workstation or laptop accessing or forming part of the ATMS which interfere with the operation or installation of the ATMS Centrac system software. In the event that a third-party software does affect the operation or installation of the ATMS Centrac system software, the Agency shall be required to uninstall the third-party software.
12. This Agreement specifically excludes damage to the ATMS caused by the following: accident, unusual physical, electrical, electromechanical stress, neglect, misuse, failure of electric power, environmental conditions, transportation, or operating with operating systems, media or other software programs or use with hardware not approved by SLTS.
13. SLTS is not responsible for obsolescence of the ATMS that may result from changes in Agency computer or informational needs requirements or from changes in Agency's operational hardware or software programs.
14. Econolite shall maintain all ownership rights in any enhanced Centrac software developed and provided by SLTS to Agency under this Agreement. Econolite shall license such enhanced Centrac software for use by Agency pursuant to the terms and conditions of the base Centrac system software licensed to Agency.
15. Econolite warrants the ATMS will perform as defined in the published product specification provided that: (a) the ATMS is used only with the hardware approved by SLTS and in accordance with SLTS's documentation and use instructions; (b) the hardware is in good operating condition at all times and is installed in a suitable operating environment and is regularly maintained in accordance with the user documentation provided by SLTS or the manufacturer; (c) any error or defect in the ATMS is not caused by Agency, its employees, agents, contractors, or any third party.
16. The third-party application(s) used to a secure offsite backups of the core Centrac database configuration and to collect data to monitor the performance of Centrac and related hardware components is provided "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OR TRADE. SLTS'S MAXIMUM LIABILITY UNDER ANY LEGAL THEORY, INCLUDING BREACH OF WARRANTY, TORT, OR OTHERWISE, RELATED TO THE INSTALLATION AND USE OF THE THIRD-PARTY APPLICATION SHALL IN NO EVENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO SLTS UNDER THIS AGREEMENT.
17. Major system upgrades that include new features and functions also include new ATMS user manuals. New documentation is not generated for minor system upgrades to correct errors.
18. Any lawsuit pertaining to any matter arising under or growing out of this Agreement shall be instituted in the State of Georgia.



19. This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of Agency and SLTS.
20. No supplement, modification or amendment of this Agreement or waiver of the provisions thereof shall be binding unless executed in writing by Customer and SLTS. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
21. In the event any action in law or equity, arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to its attorneys' fees and other costs reasonably incurred in such action or proceeding.
22. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
23. In the event any of the provisions of this Agreement shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full effect and shall control.
24. Any provisions of this Agreement prohibited by the law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
25. Should any obligation of either party hereunder (except with respect to timely payment of invoices) be delayed by events beyond such party's control, including but not limited to, natural or man-made disasters, strikes, government actions or regulations, failure of a third party to comply or conform or inability to obtain labor or materials through its regular sources, that party's time for performance shall be extended by the period of delay upon approval by Agency.
26. Any provision which by its nature shall survive the expiration, cancellation or early termination of this Agreement shall survive the expiration, cancellation or early termination of this Agreement.



Southern Lighting and Traffic Systems

PRICE: \$27,355 / Year

*Price does not include sales tax

Signatures below indicate contractual Agreement with the terms and conditions herein.

Coverage Effective: September 1, 2025

City of Huntsville, AL:

Signature _____

Print Tommy Battle _____

Title Mayor _____

SOUTHERN LIGHTING AND TRAFFIC SYSTEMS:

Signature _____

Jena Porter

Print Jena Porter _____

Title Operations Manager _____