



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/24/2025

File ID: TMP-5734

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Eastside Development Group.

Resolution No.

Finance Information:

Account Number: 1000-41-41110-515370-00000000

City Cost Amount: \$ 168,540 annually

Total Cost: \$ 168,540 annually

Special Circumstances:

Grant Funded: \$ 0.00

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:

Contract with Eastside Development Group for the management operation of the HPD North AL Multi-Agency Crime Center.

RESOLUTION NO. 25 - _____

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 an agreement by and between the City of Huntsville and Eastside Development Group, 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 "Agreement Between the City of Huntsville, Alabama and Eastside Development Group, Inc.," consisting of six (6) pages and the date of July 24, 2025 appearing on 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 24th day of July, 2025.

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

APPROVED this the 24th day of July, 2025.

Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND EASTSIDE DEVELOPMENT GROUP, INC.**

**STATE OF ALABAMA)
COUNTY OF MADISON)**

THIS AGREEMENT is made and entered into on the 24th day of July, 2025, by and between Eastside Development Group, Inc., (herein referred to as “ESDG”) and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (“City”), specifically the Huntsville Police Department’s (HPD) “North Alabama Multi-Agency Crime Center” (NAMACC).

RECITALS

WHEREAS, the City, surrounding communities, and partner law enforcement agencies require real-time crime intelligence collection, analysis, and exploitation; and

WHEREAS, the effective collection, analysis, and exploitation of crime intelligence requires highly-integrated audio-visual collection platforms, communications systems, searchable databases, and similar hardware/software platforms manned by specially-trained law enforcement and IT professionals; and

WHEREAS, the City requires a city-wide camera system providing critical data to the NAMACC; and

WHEREAS, ESGD has provided the necessary technical expertise and program management functions to bring the NAMACC into initial operating capability; and

WHEREAS, the City requires on-going program management to complete full-operational capability and management of the requirements determination, technical solution identification, and capability fielding process for NAMACC:

President of the City Council of
The City of Huntsville, Alabama
Date: July 24, 2025

WITNESSETH:

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

- I. Obligations of ESDG:** ESDG agrees to report directly to HPD's Chief of Police or his designated representative in performance of all assigned tasks and obligations set forth within this agreement, and to provide to City the following project management services for the NAMACC and other designated projects to include department strategic planning, facilities modification, and new facilities development:
- A. Development, evaluation and updates to assigned project mission, vision, and project objectives.** ESDG will work with City to facilitate development, evaluation, and updates for assigned projects' vision, mission, and objectives, and manage such other tasks as required to ensure the full development and operations of the NAMACC and additional projects as assigned.
- B. Project Planning and Sequencing:** ESDG will work with HPD personnel to:
1. Manage current and develop future project plans to include systems and facilities requirements for the NAMACC and other HPD elements as assigned;
 2. Manage hardware installation and upgrade cycles for equipment used in NAMACC;
 3. Develop system specific technical requirements documents for objective / desired systems; and
 4. Develop a phased build out and upgrade plans / schedule for the objective system(s).
 5. Assist HPD personnel in recruiting and integrated other partner law enforcement agencies into the NAMACC's operational capability.
- C. Resource Planning:** ESDG will work with HPD personnel to:
1. Determine and document existing, required, and desired technical systems and subsystems to support current and future missions / functions of NAMACC;
 2. Develop and document organizational structure growth recommendations necessary to accomplish vision, mission, objectives and upgrade plans. The organizational plan will include job descriptions and certification requirements for NAMACC personnel;
 3. Develop cost estimates for NAMACC systems, facilities and personnel;
 4. Develop and execute annual NAMACC budget;

5. Develop funding strategies and execution milestones to build out and sustain operations of the NAMACC; and
6. Pursue multiple streams of funding (Local, State, and Federal) to support and sustain NAMACC.

D. Documentation: In addition to producing above documents, ESDG will work with HPD personnel to develop policies and standard operating procedures for the operation of the NAMACC.

E. Risk Analysis: ESDG will work with HPD personnel to:

1. Determine and monitor project risks to include technical and operational issues related to system design and multiagency use; and
2. Consider and make recommendations on scalability and interoperability issues.

F. Project Execution and Reporting: ESDG will work with HPD personnel to:

1. Coordinate facilities design and build out with Huntsville City's General Services Department;
2. Develop proposals and provide proposal analysis support for NAMACC system purchases and system installation;
3. Manage vendors / system installation and upgrades; and
4. Direct full and efficient operations of the NAMACC.

G. Project / Quality Control: ESDG will work with HPD personnel to:

1. Ensure quality of the system(s) is maintained or improved throughout the life cycle of the NAMACC; and
2. Develop and document a change control system for recommended system changes outside the original plan resulting from increased knowledge or advancement of key technologies. ESDG will manage the change control system for the benefit of the NAMACC, and will communicate recommended changes accurately and efficiently to the HPD's Chief of Police or his designated representative, NAMACC and NAMACC users.

H. Reports: ESDG will provide a monthly report to HPD's Chief of Police or his designated representative on tasks accomplished and assist key agency leaders in developing reports to demonstrate the ongoing success of the center.

II. Obligations of the City of Huntsville: In consideration of the services rendered herein, City agrees to the following:

- A. City shall supply a usable working office space and equipment within the NAMACC for use by ESDG;
- B. City shall supply the ESDG consultant with proximity card access and a vehicle parking space Monday through Friday (8:00am – 5:00pm); and
- C. City shall pay ESDG the sum of One Hundred and Sixty-Eight Thousand, Five Hundred Forty Dollars (\$168,540.00) for services performed pursuant to this Agreement. This amount is payable in advance, in equal monthly installments of Fourteen Thousand Forty Five Dollars (\$14,045.00) commencing September 1, 2025.

III. **Additional obligations of the parties:** The City and ESDG agree that the following additional terms shall apply to this Agreement:

- A. The term of this contract shall be twelve (12) months, commencing on September 1, 2025 through August 31, 2026 and may be extended for two additional twelve-month terms, with the mutual consent of ESDG, and the City. Such approval for the City shall be provided at the discretion of the Mayor of the City of Huntsville.
- B. This Agreement may be terminated by either party at any time by giving the other at least thirty (30) days written notice of such termination. Notice to terminate shall be given to the City by written notification mailed to Chief of Police Kirk Giles, City of Huntsville, Public Safety Complex, 815 Wheeler Avenue, Huntsville, Alabama 35801. Notice to terminate shall be given to ESDG by written notification mailed to Curt Worshek, President, Eastside Development Group, Inc., 110 Waterleaf Road, Huntsville AL 35811. In the event of such a termination without cause, ESDG shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination; provided however, that such compensation shall be conditioned upon ESDG providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of agreement up to the receipt of the notice of termination. In such event, ESDG shall promptly submit the City its invoice for final payment.
- C. In the performance of this work it is understood between the parties that ESDG and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as employees of the City of Huntsville. ESDG shall have no authority to obligate the City to any indebtedness or other obligation.

- D.** ESDG will not represent commercial or industrial establishments of the City in pursuit of any business. Additionally, ESDG will not, by virtue of this Agreement, represent other local agencies in Huntsville and surrounding areas except those which are instrumentalities or agencies of the City.
- E.** Any employee of ESDG working within the NAMACC shall comply and successfully complete a routine background check, including polygraph as required by all HPD employees and as conducted by HPD Internal Affairs;
- F.** Any employee of ESDG working pursuant to this agreement shall adhere to all Policies and Procedures of City and HPD, including HPD Written Directives;
- G.** ESDG and its employees acknowledge confidential information will be made available to ESDG in connection with the work pursuant to this Agreement. Such information shall be considered confidential, privileged and sensitive and shall not be distributed or disclosed to anyone outside of the necessary law enforcement agencies at any time following the execution of this Agreement. This clause shall survive the termination of this Agreement.
- H.** ESDG and its employees assigned to tasks as outlined herein shall perform work within the NAMACC facility and be generally available to HPD personnel Monday through Friday (8:00am – 5:00pm).
- I.** ESDG shall be responsible for maintaining liability insurance while performing services pursuant to this Agreement with minimum limits of \$1,000,000 for personal injury, \$1,000,000 property damage; and \$1,000,000 per occurrence. Said insurance shall be written so as to cover the City, its officials, officers, employees, and agents as additional insureds, and ESDG when performing the services set forth in this agreement. Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to performing any services or work in accordance with and subject to the limitations and terms of this agreement. ESDG shall furnish a Certificate of Insurance to the City prior to performing any services or work.
- J.** ESDG agrees to indemnify and hold harmless the City, its officials, officers, employees, and agents from and against any and all claims, costs, losses, and expenses of any character whatsoever resulting from or arising out of the acts or omissions of ESDG, its officers, servants, agents, contractors, or employees, in

connection with the services and works performed pursuant to the terms and limitations of this agreement.

K. This agreement constitutes the entire agreement between the parties.

L. This agreement shall be governed by the laws of the State of Alabama. Jurisdiction and venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

EASTSIDE DEVELOPMENT GROUP, INC.
110 Waterleaf Road
Huntsville, AL 35811
(256) 426-7240

BY: _____

Curt Worshek

ITS: President

CITY OF HUNTSVILLE, ALABAMA
Municipal corporation

BY: _____

Tommy Battle

ITS: Mayor

ATTEST:

BY: _____

Shaundrika Edwards

ITS: City Clerk