

Huntsville, Alabama

308 Fountain Circle Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting Me	eting Date: 1/26/2023	File ID: TMP-2491
Department: Police		
Subject:	Type of Action:	Approval/Action
Resolution authorizing the Mayor to enter into an A Department of Transportation for Installation and M-Way.		
Resolution No.		
Does this item need to be published? No		
If yes, please list preferred date(s) of publication: _		
Finance Information:		
Account Number: N/A		
City Cost Amount: \$ 0.00		
Total Cost: \$ 0.00		
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:		

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 through its Police Department and the Alabama Department of Transportation 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 "Alabama Department of Transportation Agreement for Installation and Maintenance of Public Safety Sensors on Highway Rights-Of-Way," including an attached Alabama Law Enforcement Agency/SBI Criminal Justice Information Services Contractor/Vendor Product/Service Registration and CJI Access Security Agreement with Vetted Security Solutions, LLC, consisting of nine (9) pages and the date of January 26, 2023 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-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26 th	day of <u>January</u> , 2023.	
	Described of the City Co. 11	
	President of the City Council	
	of the City of Huntsville, Alabama	

APPROVED this the 26th day of January, 2023.

Mayor of the City of Huntsville, Alabama

President of the City Council of the City of

Huntsville, Alabama

Date:

ALABAMA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR INSTALLATION AND MAINTENANCE OF PUBLIC SAFETY SENSORS ON HIGHWAY RIGHTS-OF-WAY

County Madison			
Route Number(s) 53,72, 231,255, & 431	FOR OFFICIAL USE ONLY DATE RECEIVED FROM APPLICANT:/_/		
Milepost(s)	PERMIT NUMBER:		
Associated Permits and/or Documents			
to as ALDOT, and Huntsville Police Department WITNES WHEREAS, the APPLICANT desires to have the highway rights-of-way in Madison	se following types of facilities accommodated on public County, Alabama:		
License Plate Reader(s) Gunshot Detection De	evice(s) Surveillance Camera(s)		
and consisting approximately of the following:			
	; and		
WHEREAS, ALDOT hereby grants to the APPLIC rights-of-way at the location and in the manner hereinafter	CANT permission to locate its facilities on the public set forth:		
NOW, THEREFORE, it is agreed by and between the parties hereto as follows:			
1. The APPLICANT will install its facilities, accordance with their submitted plans and specifications as maintenance of the highway, which plans are made a part I plans will require prior approval from ALDOT.	permanent or portable, on public rights-of-way in s approved by ALDOT so as not to interfere with the hereof by reference. Any variation from the approved		
2. In the installation of permanent facilities APPLICANT will conform to the provisions of the latest e Utility Manual, which manual is of record in ALDOT and is	and performing work under this agreement, the dition of the <u>Alabama Department of Transportation</u> shereby made a part of this Agreement by reference.		

- 3. In the location of portable facilities within public rights-of-way, the APPLICANT will account for applicable road safety provisions, including but not limited to appropriate stopping sight distance, clear zone restrictions, and lack of impact to maintenance activities. In no case will a portable facility be located immediately adjacent to a traveled way or within the limits of a safety shoulder. All such facilities should remain in a single location for a period no greater than one (1) month in duration, and all locations must fall within the jurisdictional boundaries governed by the APPLICANT.
- 4. The APPLICANT or its third-party vendor agrees that license-plate technology must only be used for traffic monitoring or other criminal justice purposes as defined by the Alabama Justice Information Commission (AJIC) Admin. Code Ch. 265-X-6, et seq., and will not in any way be used for non-criminal justice-related purposes.
- 5. The APPLICANT or its third-party vendor must abide by rules governing the use of license-plate reading technology or other technologies as defined by AJIC. Each third-party vendor must provide to the APPLICANT an Alabama Law Enforcement Agency Criminal Justice Information Services (ALEA CJIS) Contractor/Vendor CJI Access Security Agreement in accordance with AJIC Admin. Code Ch. 265-X-6-.08(2)(a), and a copy of said Access Security Agreement must be supplied by the APPLICANT on behalf of its third-party vendor as a part of this application.
- 7. The APPLICANT stipulates that the specific use of license plate reader facilities located upon public rights-of-way is for the monitoring and location of vehicles for law enforcement purposes using license-plate readers and any associated processing software. The APPLICANT further stipulates that the data collected by these facilities will be restricted solely to the use and function defined by involved law enforcement agencies and will not in any way be used for non-law enforcement and/or non-criminal justice related purposes. ALDOT reserves the right to seek access to sensors and/or data streams located upon public rights-of-way that could aid in the accomplishment of ALDOT law enforcement and/or public safety operations.
- 8. The Federal Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part of this Agreement by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement. Any use of law enforcement as part of traffic control will conform to the provisions of Section 745 of the ALDOT Standard Specifications for Highway Construction.
- 9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this Agreement by reference.
- 10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

- 11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it will be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.
- 12. Underground Damage Prevention Legislation, Ala. Code § 37-15-1 et seq. (1975), is hereby made a part of this Agreement by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work will begin until a copy of such ticket is obtained, and the APPLICANT must keep a copy of such ticket at the site of work.
- 13. This Agreement is valid for the contract period, which is defined as a period covering three (3) years from the approved date of the Agreement. Failure to renew an Agreement prior to a lapse of the contract period will make the Agreement invalid and its associated facilities unlawfully located on public rights-of-way.
- 14. The construction period for this Agreement is defined as one year from the original approval date for the defined permanent facilities, a period within which all proposed work as described and submitted in the permitting documents must be completed, plus at least one year from ALDOT acceptance of proposed work. Acceptance of work is required for the Agreement to remain valid.
- 15. The APPLICANT will notify ALDOT immediately of any substantive change, relocation, or abandonment of permanent facilities and initiate a new Agreement if said change involves any addition to the facilities beyond the scope defined under the original Agreement or the relocation of facilities.
- 16. If the APPLICANT chooses to move or remove any portion of the defined permanent facilities within or from the public rights-of way, the APPLICANT forfeits the inclusion of said portion as part of this Agreement. The reestablishment of facilities at previously forfeited locations will require a new Agreement.
- 17. Any change in ownership or stewardship of the defined facilities, including a change of third-party vendor by the APPLICANT, will require the establishment of a new Agreement with ALDOT to include new owner or steward of said facility and the data collected thereby.
- 18. The APPLICANT will perform or cause to be performed the work applied for in this Agreement contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.
- 19. The APPLICANT will have a copy of this Agreement on the project site at all times while work is being performed.
- 20. Once work is begun, the APPLICANT must pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one-year period, they must submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

21. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this Agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this Agreement creates an agency relationship between the parties.

X

If the applicant is an incorporated municipality:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

If the applicant is county government:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of the ALDOT thereto.

- 22. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities, or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.
- 23. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.
- 24. Nothing contained in this Agreement, nor the issuance or receipt thereof, will be construed to alter or affect the title of ALDOT to the public rights-of-way nor to increase, decrease, or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation, or maintenance of its facilities on the public rights-of-way.
- 25. If at any time it is determined by ALDOT that any or all of the APPLICANT's facilities covered by this Agreement need to be relocated, repaired, or removed within or from ALDOT rights-of-way, the APPLICANT will accomplish such relocation, repair, or removal at sole expense of the APPLICANT within forty-five (45) days from the date of written notice therefor from ALDOT, and the APPLICANT hereby waives any claim to any payment for cost and expense incurred therefor.
- 26. In the event the APPLICANT fails to commence the relocation, repair, or removal of its facilities within or from ALDOT rights-of-way within thirty (30) days from the date of written notice from ALDOT to the APPLICANT seeking any such relocation, repair, or removal

in the event it is determined by ALDOT that the APPLICANT will not accomplish the relocation, repair, or removal within the time period of forty-five (45) days from commencement,

ALDOT may, at the discretion of the Transportation Director, on the happening of either event above stated, cause the relocation, repair, or removal to be accomplished in a manner acceptable to ALDOT and the APPLICANT will promptly reimburse ALDOT for any and all sums actually expended for and in any way connected with such relocation, repair, or removal by ALDOT. The APPLICANT does hereby release ALDOT, its officers, officials, employees, and agents from any and all loss, claims, and liability arising or resulting to the APPLICANT from the acts by ALDOT above stated.

- 27. Notwithstanding the foregoing, any repair deemed to be an emergency by ALDOT must be addressed immediately upon notification or said repair may be done at the APPLICANT's expense and the APPLICANT agrees to pay ALDOT all such costs as a result.
- 28. Failure by the APPLICANT or its third-party vendor to conform to the provisions set out in this Agreement will be cause to revoke this Agreement, making the defined facilities unlawful, and said facilities will be removed in accordance with the appropriate provisions detailed in this agreement.
- 29. Device information recorded as part of this application—namely: the APPLICANT, an APPLICANT contact, the county, the state route, location along said route, and a brief description of the device(s) to be installed—will be posted by ALDOT as one or more entries in a list made available for public viewing on the ALDOT website during application review and for a minimum of ninety (90) days after approval or denial of a proposed device location.
- 30. The decision of said Alabama Department of Transportation Director upon any question connected with the issuance, revocation, and/or execution of said Agreement, or any failure or delay in the prosecution of the work by said APPLICANT will be final and conclusive.

		City of Huntsville, A	L Police Departme
WITNESS:		Legal Name of A	
		By:	1 TP' 1 C
		Authorized Signature and	d Title for Applicant
		Mayor Tommy Battle	
		Typed or Printed Nan 815 Wheeler Avenue	ne of Signee
		Address Line	-
		Huntsville, AL 35801	
		Address Line	2
(256) 427-7001 Telephone Number			
		jeanne.rizzardi@hunt	
		Contact Trees !1 A	
FOR OFFICIAL U		Contact Email Ac	ldress
RECOMMENDED	FOR APPROVAL:	Contact Email Ac	dress
RECOMMENDED		Signature	Date
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ALABAMA LAW ENFORCEMENT AGENCY/SBI CRIMINAL JUSTICE INFORMATION SERVICES

CONTRACTOR/VENDOR PRODUCT/SERVICE REGISTRATION



This form is used to request and register a product or service for use by criminal justice agencies within the state of Alabama that will access, store, retrieve or analyze criminal justice information. The service or product must be approved by the state CSO prior to

Contractor/Vendor Info		
	Vetted Security Solutions, LLC	
Address	4185 35th St. North	
	St. Petersburg	State FL Zip Code 33714
Website	www.vettedsecuritysolutions.com	
Phone	Company Main (727) 440-3245	
int of Contact Informa		
POC Name	7	ack Bryan
Phone	Primary (727) 440-3245	Alternate
	zbryan@vettedsecuritysolutions	Com
duct/Service Informa	tion	
Product/Service	Name LEARN	Version Number NA
966666 C 110	The software being proposed for this project Motorola Solutions Inc. The LEARN software /igilant / Motorola Solutions Inc., and has be	t is called "LEARN" and is manufactured by Vigilant platform is CJIS compliant, already registered by seen approved by ALEA.

-2/2	
Signature of Sentractor/Venuor Representative	

IZIOIZUZZ

Print Name/Title

Date

Vendor ID			
CSO Review Approved Denied	Received by	Date Received	
CSO Review Approved Denied	Date	Approved for any agency?	BYes BNo

ALABAMA LAW ENFORCEMENT AGENCY/SBI CRIMINAL JUSTICE INFORMATION SERVICES

CONTRACTOR/VENDOR CJI ACCESS SECURITY AGREEMENT



This document constitutes an agreement between the Alabama Law Enforcement Agency (ALEA), on behalf of the Alabama Justice Information Commission (Commission), an agency of the State of Alabama with headquarters at 201 South Union Street, Montgomery, Alabama, and

Vetted Security Solutions, LLC

Contractor/Vendor Name

(Vendor)

with headquarters at 4185 35th St. N., St. Petersburg, FL 33714

This agreement establishes the relationship between said parties and an acceptance of the rules and procedures governing access to all Commission-governed criminal justice information (CJI) regardless of whether the Vendor has full or limited

Witnessed that:

Whereas, ALEA, acting under the authority of the Commission, operates a center and information systems for the purpose of accessing, accumulating, storing, retrieving, analyzing, and disseminating CJI.

Whereas, ALEA, acting under the authority of the Commission, is authorized by law to regulate the use of CJI within Alabama and enforce the regulations and policies of the Federal Bureau of Investigations regarding CJI.

Whereas, ALEA, acting under the authority of the Commission, operates and regulates the state Criminal Justice Network (CJN) as an interagency information and data-sharing network for use by the state's criminal justice agencies.

Whereas, the Huntsville PD

with headquarters at 6201 Pueblo Dr. NW, Huntaville, At. 35810 the services of the Vendor to discharge its public duties.

(User Agency),

has engaged

Whereas, the Vendor is in the business of providing information technology-related services and/or support related to or involving criminal justice within Alabama.

Whereas, the agreement(s) between Vendor and User Agency may require access to intrastate and interstate CJI systems provided by ALEA or to other systems to collect, use or share CJI under the authority of the Commission, to effectively discharge its public duties.

Therefore, in consideration of the mutual benefits to be derived from this Agreement, ALEA, through the authority of the Commission, and the User Agency and the Vendor do hereby agree as follows:

GENERAL PROVISIONS

- 1. When applicable, the Vendor must have a specific agreement with the User Agency to provide specific services for the administration of criminal justice to include, but not be limited to, criminal justice dispatching functions or data processing/information services for User Agency.
- 2. ALEA will provide the Vendor with such access to the CJN as is needed for the performance of their duties pursuant to the provisions of the agreement with the above listed User Agency. Such access by the Vendor shall be in compliance with the FBI's Criminal Justice Information System (CJIS) Security Policy, as amended; 28 CFR Part 20; the AJIC Security Policy; and the Code of Alabama 1975 41-9-590 et. seq.
- 3. The Vendor agrees that use of the CJN will be strictly limited to the administration of criminal justice support functions specific to and as allowed by law to the User Agency. The Vendor must not add any network-accessible device, including, but not limited to, communication, networking or security hardware, smartphones, terminals or computers without ALEA's approval through the supported agency. Applications must not interfere with the delivery of criminal justice messages. The Vendor must configure software as specified by ALEA when accessing ALEA or AJIC-regulated information systems.
- 4. The Vendor shall advise its employees of the penalties for mishandling CJI. The Vendor agrees to transfer or remove employees, when such employees violate the provisions of applicable laws, regulations, or other security requirements established for the collection, storage or dissemination of CJI.
- 5. The User Agency and/or ALEA reserves the right to terminate this agreement and/or information services accessed by Vendor, with or without notice, upon determining that the Vendor has violated any applicable law, rule or regulation, or has violated the terms of this agreement,

6. Completion of the FBI's Security Addendum and the Security Awareness Training is a condition of this agreement. The administration and maintenance of verification of a signed FBI Security Addendum with the Vendor, and the required Security Awareness Training and state of residence and national fingerprint-based background checks for each vendor employee who may have access to un-encrypted CJI data will be between the Vendor and each ALEA User Agency that uses its software or other information-sharing technology.

MISCELLANEOUS PROVISIONS

The User Agency and Vendor further acknowledge the following miscellaneous provisions:

Provisions incorporated

The Vendor shall be bound by applicable federal and state laws, federal regulations and the rules of the Commission to the same extent that the Vendor would be if such provisions were fully set out herein. Moreover, this Agreement incorporates both present and future law, regulations and rules. Modifications

Modifications to the provisions in this Agreement shall be valid only through execution of a new Agreement.

Accountability

To the extent provided by the laws of Alabama, the Vendor agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through ALEA information systems.

Terms of Agreement

This Agreement will remain in force until it is determined by ALEA that a new agreement is required. The Vendor is bound to this Agreement no matter whose signature is on the Agreement provided the signers to this Agreement are the authorized official for the Vendor and Agency Head for the User Agency at the time executed. The Vendor should initiate the execution of a new Agreement when a change of Agency Head occurs.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

ALEA	Vendor	A Proper official and Official
Authorized Signature	Zack Bryan Vendor Authorized Agent Sig	Digitally signed by Zack Bryan Date: 2022.09.23 08:43:28 -04'00 gnature
Authorized Name/Position	Zack Bryan Vendor Authorized Agent Na	ime
Date	9/23/2022 Date	
User Agency		
to provide specific CJI sharing servi	fic agreement with the Huntsville PD ces and/or products for the administration of crimi	(User Agency)
Kiek Gives	Lieu Gices	
User Agency Head (Please Print)	User Agency Head Signature	Date D4.96.99

ALE ROSE CHIEF		
Vendor iD	Received by	Date Received
Page 2 of 2		Sono University and