



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/13/2022

File ID: TMP-2140

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into Modification No. 1 to the Memorandum of Understanding between the City of Huntsville and Motorola Solutions Command Central Investigate

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0.00

Total Cost: \$ 0.00

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

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

Additional Comments:

The modification updates the contact and billing information in the original agreement, and corrects a mistake where a checkmark was incorrectly added to a block on page 42.

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute a modification to the Agreement entered into between the City of Huntsville and Motorola Solutions – Command Central Investigate pursuant to Resolution No. 21-1162 which said modification of Agreement is substantially in words and figures similar to the certain document attached hereto and identified as “Modification No. 1 to The Memorandum of Agreement Between The City of Huntsville, Alabama and Motorola Solutions Command Central Investigate” consisting of five (5) pages, and the date of October 13, 2022 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-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 13th day of October, 2022.

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

APPROVED this the 13th day of October, 2022.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 1 to the
Agreement Between the City of Huntsville, Alabama
and Motorola Solutions, Inc. as adopted
by Resolution No. 21-1161 of the City Council
of the City of Huntsville on November 18, 2021

**MODIFICATION NO. 1 TO THE MEMORANDUM OF
AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND
MOTOROLA SOLUTIONS – COMMAND CENTRAL INVESTIGATE**

THIS MODIFICATION No. 1 IS MADE TO THE AGREEMENT identified as “Motorola Solutions – Command Central Investigate for the Huntsville Police Department” (the “Agreement”) as referenced above and is entered into, by and between the City of Huntsville, Alabama (the “City”) and Motorola Solutions, Inc. (“Motorola”).

WITNESSETH

WHEREAS, the City and Motorola entered in an Agreement identified as “Motorola Solutions – Command Central Investigate for the Huntsville Police Department” consisting of forty-two (42) pages, and the date of November 18, 2021, appearing on the margin of the first page pursuant to Resolution No. 21-1161 of the City Council of the City of Huntsville, Alabama; and

WHEREAS, the Parties desire to amend the Agreement by removing the existing pages identified as “Page 30” and “Page 31” that include *Section II – Administrator and Main Contact Information* and *Section III - Billing Information* of the portion of the Agreement called “LexisNexis Risk Solutions Government Application”, and “Page 38” that includes *III. Flow-down Agreement Terms and Conditions* of the portion of the Agreement called “4. Death Master File” in their entirety and replacing them with the attached pages marked “Page 30”, “Page 31”, and “Page 38”, respectively.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to modify the Agreement as follows:

President of the City Council
of the City of Huntsville, Alabama
Date: _____

1. Pages 34 and 35 of the Agreement, identified as “Page 30” and “Page 31” therein, that include *Section II – Administrator and Main Contact Information* and *Section III - Billing Information* of the portion of the Agreement called “LexisNexis Risk Solutions Government Application”, are deleted and replaced in their entirety with the documents attached hereto, which are identified as “Page 30” and “Page 31”, respectively.
2. Page 42 of the Agreement, identified as “Page 38” therein, that includes *III. Flow-down Agreement Terms and Conditions* of the portion of the Agreement called “Section 4. Death Master File”, is deleted and replaced in its entirety with the document attached hereto, which is identified as “Page 38”.
3. All other terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification No. 1 on the day and year first above written.

FOR MOTOROLA SOLUTION, INC.

By: Tyler Holland
Its: Area Sale Man. Soft. Enterprise

9/8/2022

Date _____

FOR THE CITY OF HUNTSVILLE, ALABAMA

Tommy Battle
Mayor, City of Huntsville

Date _____

**MOTOROLA SOLUTIONS****LexisNexis Risk Solutions Government Application**

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I - Agency Information - please do not use abbreviations		
Full legal name of agency:		Main phone number for address*: (256) 421-7001
Huntsville Police Department		*If this is a cell, additional documents may be required
If this application is for an additional account, Parent account number:		Fax number:
Physical Address where LN services will be accessed - P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):		Previous address if at the current address less than 6 months:
815 Wheeler Ave Huntsville, AL 35801		
Website address:		External Agency IP Address (https://www.whatismyIP.com):
www.huntsville.al.gov		204.29.185.60
External Agency IP Range - From:		External Agency IP Range - To:
Agency Information:		
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement	<input type="checkbox"/> Local/Municipal Government
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement	<input checked="" type="checkbox"/> Local/Municipal Law Enforcement
<input type="checkbox"/> Other (please explain):		
Section II - Administrator and Main Contact Information (for additional administrators, please provide additional sheets)		
Product Administrator or Main Contact (first & lastname):		Title:
Brandon Warner		Program Specialist
E-Mail Address:		Admin IP Address:
brandon.warner@huntsville.al.gov		
Required for local and municipal agencies:		
Administrator Home Address (street, city, state, zip):		Administrator Date of Birth:
701 Fiber Street Huntsville, AL 35801		Please call Administrator for information.



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the use and Purchase Terms and Conditions govern the purchase of the Products.

**MOTOROLA SOLUTIONS****Section III - Billing Information**

Billing Contact (first & last name): check here if same as Administrator <input type="checkbox"/>	Title: Motorola Solutions, Inc.
Billing Address (street, city, state, zip): 500 West Monroe St. Chicago, IL 60661	Telephone: 1-800-543-4684
E-Mail Address: Accounts payable @ motorsolutions.com	Sales Tax Exempt: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please provide proof of exemption
Do you require a PO number on invoice: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, provide PO Number: PO Number will be provided separately.	

Section IV - Business-to-Business Vendor Reference

Required for local and municipal agencies:	
Company Name: Sharp Communication	Contact: Nick Goodman
Business Address (street, city, state, zip): 3403 Governor's Drive, HSV, AL 35805	Contact Phone Number: 256-583-5704
E-mail Address: Nick Goodman @ callme.com	Account Number (if applicable): N/A

Section V - Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name: Brandon Warner	Contact Phone: 256-427-7069
Contact Email Address: Brandon.Warner @ HuntsvilleAl.gov	

Signature

I HEREBY CERTIFY that I am authorized to execute this Application on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.	
Applicant Signature:	Date Signed:
Applicant Name: Tommy Battle	Title: Mayor



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Custom of use and Purchase Terms and Conditions govern the purchase of the Products.

prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- ☐ Fraud Prevention and identity verification purposes
- ☐ For uses permitted or required by law
- ☐ For uses permitted or required by governmental rules
- ☐ For uses permitted or required by regulation
- ☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

- (b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and
- (c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Customer and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Customer of Limited Access DMF must comply with the terms of the DMF Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Customers may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Customer's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Customer agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Customer cease to have access rights to Limited Access DMF, Customer shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
3. **Security and Audit.** Customer will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Customer understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Customer's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Customer and the person attempting such access. Customer will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Customer must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Customer agrees to be subject to audit by LN and/or NTIS to determine Customer's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Customer agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer of use and Purchase Terms and Conditions govern the purchase of the Products.