



Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date:	11/6/2025	File ID: 2025-1064
<u>Department:</u> Police		
Subject:	Type of Action:	Approval/Action
Resolution authorizing the mayor to execute Amendment No. 1 Huntsville and CentralSquare Technologies, L.L.C.	to the Agreement b	between the City of
Resolution No.		
Finance Information:		
Account Number: n/a		
City Cost Amount: n/a		
Total Cost: n/a		
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	ict 4 □ District 5	
Additional Comments: Original agreement was executed 11	./10/2022, Res. 22-9	25

RESOLUTION NO. 25-912

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute Amendment No. 1 to the Agreement entered into between the City of Huntsville and CentralSquare Technologies, L.L.C., pursuant to Resolution No. 22-925 which said Amendment is substantially in words and figures similar to the certain document attached hereto and identified as "Amendment No. 1 to Agreement Between The City of Huntsville and CentralSquare Technologies, LLC For False Alarm Management Services," consisting of two (2) pages, and the date of November 6, 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 <u>6th</u> day of <u>Nov</u>	ember, 2025.
	President of the City Council of the City of Huntsville, Alabama
APPROVED this the 6th day of November, 2025.	
	Mayor of the City of Huntsville, Alabama

AMENDMENT NO. ONE TO AGREEMENT FOR FALSE ALARM MANAGEMENT SERVICES

Amendment No. One to Agreement for False Alarm Management Services (the "Amendment") as of this October 27, 2025 date ("Effective Date"), between City of Huntsville, AL, ("City" or "Client"), and CentralSquare Technologies, LLC ("Contractor" or "CentralSquare"), and together with CITY and CONTRACTOR, the "Parties", and each, a "Party".

WHEREAS, the Parties have entered into a Agreement for False Alarm Management Services, dated October 27, 2022 ("Agreement"); and

WHEREAS, the Parties hereto desire to amend the Agreement to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
- 2. <u>Amendment to the Agreement</u>. As of the Effective Date (defined above), the Agreement is hereby amended or modified as follows:
 - (a) Section 8.0, <u>Term Period</u>, shall be amended as follows:
 - "8.1. Renewal Term. The City reserves the right to extend this Agreement for additional one (1) year terms unless earlier terminated pursuant to any Agreement provisions (a "Renewal Term" and, collectively with the initial Term and prior renewals, the "Term"). "
 - (b) Pursuant to Section 8.1, **Renewal Term**, of the Agreement, City desires to extend the Term of the Contract for an additional one (1) year upon the same terms and conditions.
- 3. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of each Party, and the delivery of this Amendment by each Party, have been duly authorized by all necessary action on the part of such Party.
- 4. This Amendment may be executed in counterparts, each of which is deemed original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.
- 5. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment [as of/on] the date first written above.

HUNTSVILLE, AL	CENTRALSQUARE TECHNOLOGIES, LLC	
Ву	By Stew Castle E818D2A918A04D2	
Name:	Name: Steve Castle	
Title:	Title: Director, Renewals	