

**RESOLUTION NO. 22 - \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Alacourt.com, 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 “Services Agreement Between The City of Huntsville and Alacourt.com” consisting of two (2) pages, and the date of January 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, and 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 13<sup>th</sup> day of January, 2022.

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

**APPROVED** this the 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

## Execute and Mail this Agreement to:

Alacourt.com  
Post Office Box 8147  
Mobile, Alabama 36689-0147

On-Line Information Services, Inc. – Alacourt.com Service Agreement SA-05.001  
Telephone: 251.344.3333 (Mobile) 877.799.9898 (Toll-Free)  
Email: Info@alacourt.com Website: http://www.alacourt.com

Customer Name : **Huntsville AL Police Department**  
Contact : **Dewayne McCarver**  
Address : **815 Wheeler Avenue**  
City: **Huntsville** State: **AL** Zip: **35801**  
Telephone: **256-427-7001** Fax:  
Email: **dewayne.mccarver@huntsvilleal.gov**  
AOC Setup fee: **\$150**  
User Type: **\$150.00 (includes 100 searches per month)**  
Reason: **Background investigations**

### TERMS AND CONDITIONS

ON-LINE INFORMATION SERVICES, INC., as limited agent for the State of Alabama (ON-LINE) agrees to furnish certain online information database services herein specified and Customer agrees to make payments as provided for herein and abide by the terms and conditions of this Agreement.

1. The term of this agreement shall be for a period of one year and shall be renewed for successive one year periods without further action by the parties, but may be terminated at the end of any one year period by either of the parties hereto by not less than sixty days written notice sent via certified mail to the other party.
2. The On-Line service (service) consists of computing services, software and databases provided by On-Line. These terms and any operating rules published over the Service constitute the entire agreement between On-Line and Customer with regard to the Service and supersede all prior arrangements.
3. Upon notice published over the Service, On-Line may modify this Agreement, the operating rules or prices. On-Line may discontinue or revise any or all other aspects of the Service at its sole discretion and without prior notice.
4. Customer's right to use the Service is not transferable and is subject to any limits established by On-Line.
5. Customer is responsible for and must provide all telephone and other equipment and services necessary to access the Service.
6. Customer shall pay, in accordance with the Billing Options selected above, any registration, validation or installation fees, any hourly usage, minimum, communication, storage, and other charges at the rate in effect for the billing period in which those charges are incurred, including, but not limited to any purchases made through the Service, any premium and special transaction charges and for any surcharges incurred while using any supplemental networks or services other than the Service. Customer shall pay all applicable sales and use taxes relating to Customer's use of the Service. Customer shall be responsible for all use of the Service accessed through Customer's password. Customer further acknowledges that passwords are issued for a single Customer location and sharing of passwords by multiple users shall result in the immediate termination of service.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama  
Date: \_\_\_\_\_



7. If the payment method for your On-Line account is by credit card or ACH and payment is not received by On-Line from the bank, card issuer or its agents, you agree to pay all amounts due upon demand by On-Line. Each time you use On-Line Services, or allow or cause On-Line Services to be used, you agree and reaffirm that On-Line is authorized to charge your designated account or card. Your bank or card issuer's agreement governs your use of your designated card or account in connection with On-Line, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as an accountholder or cardholder. You agree that On-Line may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that On-Line may delay obtaining authorization from your bank or card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your bank or card issuer. You agree that On-Line may submit charges for your usage fees and monthly service fee (if applicable) each month, without further authorization from you, until you provide prior notice (in accordance with On-Line's verification procedures, as may be established by On-Line from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card or bank account. Such notice will not affect charges submitted before On-Line reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact On-Line's Customer Service Department within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by On-Line in accordance with this Agreement. On-Line reserves the right to suspend or terminate your On-Line account without notice upon rejection of any card charges or if your bank or card issuer (or its agent or affiliate) seeks return of payments previously made to On-Line when On-Line believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to On-Line.

8. On-Line's bill for services will be rendered on the 1st day of each month. RealTime Access Service will be billed in advance. Tracking & Monitoring services and per search charges will be billed for services rendered in the month preceding. Customer agrees to pay a late fee of \$5.00 on any account upon which there is a prior balance due as of the billing date. Additionally, customer agrees to pay a late charge of one and one-half percent per month (eighteen percent per annum) on all unpaid balances outstanding more than thirty days from initial billing date. In the event Customer fails to make timely payments or otherwise breaches this Agreement, Customer agrees to pay to On-Line, the actual costs of collection, including a reasonable attorneys fee. TERMS ARE NET 10 DAYS.

9. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE AND THE MATERIAL THEREIN AND STORAGE OF INFORMATION WHICH APPEARS IN THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER ON-LINE NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES ON-LINE OR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS-IS" BASIS WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NEITHER ON-LINE, NOR ANYONE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF WARRANTY. THE PROVISIONS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. LICENSORS INCLUDES THE ADMINISTRATIVE OFFICE OF COURTS, THE ADMINISTRATIVE DIRECTOR OF COURTS, AND ALL UJS PERSONNEL.

10. CUSTOMER EXPRESSLY AGREES AND UNDERSTANDS THAT ALL PUBLIC INFORMATION DATABASES FURNISHED BY ON-LINE REPRESENT DUPLICATIONS OF OFFICIAL RECORDS AND ARE MAINTAINED AND MADE AVAILABLE FOR CONVENIENCE PURPOSES ONLY. THE OFFICIAL PUBLIC RECORDS EXIST ONLY IN THE OFFICES OF APPROPRIATE PUBLIC OFFICIALS. ON-LINE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE PUBLIC INFORMATION CONTAINED WITHIN ITS DATABASES. ANY LEGAL OR BINDING ACTIONS SHOULD BE BASED SOLELY UPON APPROPRIATE CHECKS OF OFFICIAL PUBLIC RECORDS.

11. CUSTOMER AGREES TO INDEMNIFY ON-LINE AND HOLD IT HARMLESS FROM CLAIMS OF ANY NATURE BY ANY PARTY WHICH ARISE AS A RESULT OF CUSTOMER'S USE OF SERVICE.

12. Except as expressly permitted in the operating rules, Customer may not commercially exploit or reproduce, redistribute, retransmit, publish, or otherwise transfer any information which Customer receives through the Service or supplemental to the Service. Customer agrees to comply with all Federal, State and local laws, rules and regulations, including, but not limited to, the Fair Credit Reporting Act. It is expressly a violation of this agreement to use the service to conduct successive case retrieval in an effort to build a database of cases duplicating all or part of the records maintained by the State of Alabama Court System.

13. This Agreement is, and shall be governed by and in accordance with the laws of the State of Alabama. Any cause of action of Customer with respect to the Service must be instituted within one year after the claim or cause of action has arisen or is barred. Any dispute arising out of or in connection with this agreement shall be resolved by arbitration under the auspices and rules of the American Arbitration Association. Any failure of On-Line Information Services, Inc. to assert any rights it may have under this Agreement does not constitute a waiver of our right to assert the same or any other right at any other time or against any other person or entity. If any provision of this Agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be stricken from this Agreement without affecting the validity or enforceability of any other provision.

Date:	Date:
ON-LINE INFORMATION SERVICES, INC	CUSTOMER
By:	By:

Generated On:

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