

Resolution 2022-R-165

A Resolution authorizing an agreement with Alabama Power Company for the installation of surveillance cameras at the City of Irondale Water Wells, Tanks, and Booster Pump Stations

THEREFORE BE IT RESOLVED, by the City Council of the City of Irondale, Alabama that Mayor James D. Stewart, Jr. or his designee is hereby authorized to execute an agreement (in substantially the form attached hereto as Exhibit A) with Alabama Power Company in an amount not to exceed One Thousand Six Hundred Fifty-seven and 17/100 (\$1,657.17) Dollars per month plus energy usage for surveillance cameras at the City of Irondale water wells, tanks, and booster pump stations.

ADOPTED AND APPROVED: This 6th day of September, 2022.

David Spivey, City Council President

APPROVED:

James D. Stewart, Jr., Mayor

ATTESTED:

Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 6th day of September, 2022, as the same appears in the minutes of record of said meeting.

Leigh Ann Allison, City Clerk

EXHIBIT A

MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL)

THIS MASTER CONTRACT FOR PUBLIC SAFETY SERVICES (SURVEILLANCE – GOVERNMENTAL) (the "Agreement") made and entered into this _____ day of _____, by and between the City of Irondale (the "Customer") and ALABAMA POWER COMPANY ("APC").

1. Agreement. This Agreement establishes the terms and conditions under which APC will provide public safety-related services ("Public Safety Services") and, where APC deems necessary, regulated electric service (collectively "Services") to the Customer including the Deliverables described in the attached Premises Exhibit. This Agreement shall apply to each of the locations identified in the attached Premises Exhibit and any additional areas identified in additional Premises Exhibit(s) executed after the Effective Date of this Agreement (collectively "Premises"). All capitalized terms defined in this Agreement are incorporated in and made a part of the Premises Exhibit. Any additional executed Premises Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the attached Premises Exhibit.

2. Title; Interest. This Agreement concerns the provision of Services to the Customer by APC and is not a sale, lease, or licensing of goods, equipment, or property of APC of any kind. APC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Services, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "APC Assets"). APC may update, modify, or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Services or use of APC Assets. Moreover, APC may remove the APC Assets upon termination of this Agreement.

3. Service Functionality. The APC Assets may access and use certain hardware, application services, components, and embedded software ("System") in connection with the Services. The APC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. APC, at no additional cost to the Customer, grants the Customer a non-exclusive, revocable (in the event of default by Customer or other termination / expiration of this Agreement) license during the Term of this Agreement solely to access and use the application services and software of APC, its vendors, or the applicable software owner to the extent specified in, and permitted by, this Agreement in connection with the Services during the Term of this Agreement (collectively, the "Solution"). APC represents and warrants that it has the right to grant the Customer such access to the Solution. The Customer shall not: (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof, (ii) copy any products or software of the Solution (other than the Content solely for purposes of accessing and using the Services), (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution. **Throughout the Term, Customer's use of the System is subject to, and Customer expressly agrees to abide by, the terms of service, end-user license agreement, or any other terms and conditions of the integrator or other APC subcontractors identified in Exhibit A, which may be provided separately or made available to Customer upon creation of a user account, as applicable.**

4. Interruption of Service. Customer understands that the Services and the System are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify APC. Customer acknowledges and agrees that APC's contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to APC Asset equipment failure, APC will install replacement technology sufficient to provide equivalent Service. Customer can notify APC by calling 1-888-430-5787 during normal business hours to report the issue.

5. Connectivity and Content Access. As part of the Services, and unless otherwise noted, APC will make available an internet connection to link the cameras to the System for the transfer of the camera data to the Customer's system or device. Such internet connection is not available for any other use. **Unless otherwise agreed by the parties in Exhibit A, the Service does not include any device necessary for Customer's access to Content, nor does it include any Content monitoring services by APC.** Also, unless otherwise agreed in Exhibit A, Customer may access the Content using Customer's own internet-connected device(s) and Customer's own internet connection (both of which are Customer Provided Equipment ("CPE") under this Agreement), or by other means of its choosing. The Service may use internet bandwidth, the amount of which may vary based upon Customer's use of the Service. APC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer's access of the Service. **Customer acknowledges that when either internet connection is not operating or is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, any internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function.** Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. **Customer must notify APC immediately of any System failure or malfunction, including any internet or other transmission failure.**

For the avoidance of doubt, Customer acknowledges that neither APC nor any of its personnel shall have the ability to access the Customer's Content. APC's contractors or representatives shall have access to and the ability to retrieve the Content as directed and pursuant to the agreement between APC and its contractors or representatives in connection with the provision of Services.

6. Content Storage. Content may be stored for a limited amount of time by the camera devices, but otherwise will be stored in the cloud or on a local server provided by (but not directly accessible by) APC for receipt and storage of the digital feed of Content, and for Customer's facilitation of its use by the Customer's end users. Each such local storage device is part of APC Assets. Content will be available only until overwritten by the applicable storage device, and the duration of storage may vary based on the degree of activity observed.

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

7. Legal Compliance. Customer acknowledges that it may not use the Service and Content for any unlawful or unethical purpose, and that related surveillance equipment, including cameras, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. The Customer is solely responsible for the security of all data and for the activities of all persons who access the Content. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law, rule, or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, videos, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using APC Assets or the Service.

a. The Customer is the sole owner of any and all information, pictures, sounds, audio, video, and/or other data recorded by the cameras and/or stored in any manner in connection with the provision of Services under this Agreement ("**Content**") and is solely responsible for the Customer's conduct, the Content and any consequences of accessing, retrieving, using, or making available such Content.

b. To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and APC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.

c. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.

d. Customer acknowledges and agrees that Content may be received or stored on computer servers or other Systems maintained by APC's contractors, depending on what is specified in the Premises Exhibit. Customer consents and agrees, and grants to APC a perpetual, royalty-free, irrevocable license, that APC may cause Content to be stored for such time as is determined at APC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties; provided, however, that regardless of APC's role in maintaining such computer servers, under no circumstance shall APC have access to or the ability to view or retrieve the Content.

e. Customer expressly agrees that APC may authorize the disclosure of Content to third parties, with or without notice to Customer: (i) if required to do so in connection with any law enforcement investigation or proceeding; (ii) pursuant to a court order or subpoena; or (iii) as allowed or required by applicable law. Customer consents to any such disclosure.

8. Term and Termination. Subject to the termination rights set forth in this Section 8 or in Section 9 below, the initial term for the Agreement shall be for sixty (60) months, calculated from the date of the first monthly bill which shall be issued following installation verification as provided in the Premises Exhibit (the "**Initial Term**"). After the **Initial Term**, this Agreement automatically renews on a month-to-month basis, in accordance with the terms and conditions in effect at the time, until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions in **Section 17** below) at least thirty (30) days before the desired termination date.

9. Payment.

a. Regulated Cost. During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by the Alabama Public Service Commission (the "**Commission**") at the time of billing. Alabama state law and the rules, regulations, and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations, and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations, and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.

b. Subscription/Communication/Software Costs. APC reserves the right to apply an annual increase in the Service Cost of up to 3% if needed to reflect increases in costs from subscription, software, and communications providers. These costs represent pass through costs for APC, and APC will not apply more than 3% to the Service Cost regardless of the increased costs from these providers.

c. Payment and Invoices. APC will invoice the Customer per the terms stated in the Premises Exhibit. Customer agrees to pay the monthly amount, (subject to increases as described in 9(a) and 9(b) above, and the Exhibits below) by the due date. Balances unpaid after the due date are subject to a late payment charge of 1.5% or \$2.00, whichever is greater.

d. Payment Default. Notwithstanding Section 8(a) above, Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing or terminates this Agreement without proper notice and prior to the end of the then-current Term. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees), collect APC costs incurred (including, but not limited to removal costs,

remaining subscription fees, etc.) at the time of termination or as a result of termination, subject to APC's obligation to make commercially reasonable efforts to mitigate costs, remove any and all APC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law or equity, including without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Services during the remaining Term of the Agreement.

10. Premises Activity. The Customer grants a non-exclusive license and right of access to APC, and its contractors and representatives, for the Term of this Agreement and for a reasonable period after the Term of the Agreement, the Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of the Services, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Services, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "**APC Activity**"). The Customer will not cause or permit any obstruction that may interfere with APC's access to the APC Assets.

The Customer represents that the individual signing this Agreement on its behalf has authority to do so, and, where applicable, has obtained the express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize APC to provide the Services and perform the APC Activity upon the Premises. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto the Customer's Premises.

11. Installation. The Customer recognizes that APC, or an APC-approved contractor, may be required to install the APC Assets in order to provide the Services. The Customer represents that if applicable and required for proper Installation: the Premises' final grade will vary no more than six (6) inches from the grade existing at the time of installation and premises property lines will be clearly marked before installation.

a. **Customer Provided Equipment.** APC, and its approved contractors may, at APC's discretion, use the CPE at the Premises including wiring, etc. to provide the Services. APC is not responsible for the repair or replacement of any CPE. APC is not responsible for repairing CPE or for any damage CPE may cause to the Services or APC Assets. The Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Services caused by CPE.

b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), the Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to the Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, the Customer is responsible for all damages and any resulting delay.

c. **Unforeseen Condition.** The Monthly Charge shown on the Premises Exhibit includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until the Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. The Customer is responsible for all costs of modification or change to the APC Assets requested by the Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

d. **Use of Right-of-Way.** To the extent that the APC Activities may require the use the streets, avenues, alleys, or public places of the Customer, the Customer hereby grants its consent to such use as are necessary to provide the APC Activities. All excavations, construction activities, and aerial installations of APC Assets in the Customer Right-of-Way shall be carried on as to reasonably minimize interference with the use of the Right-of-Way and with the use of private property, in accordance with all applicable laws, ordinances and regulations of the Customer. APC shall use commercially reasonable efforts to coordinate construction, installation, repair, and maintenance of the APC Assets to minimize unnecessary disruption, including, as appropriate, coordination with applicable Customer departments and agencies. APC shall not interfere with the use or development of any property of the Customer or any other person, and promptly upon completion of construction, erection or installation of the APC Assets, APC shall, at its own cost and expense, promptly repair any damage to property reasonably determined to be resulting from such activity to original condition.

e. **Operation During Construction and Installation.** Customer acknowledges that during the construction and installation process the APC Assets shall come "on-line" as it is installed (i.e., the camera shall be placed in operation and begin recording once installed). Furthermore, Customer recognizes that until the date that the installation of the entire System is completed ("Date of Service"), Customer may not have access to any Content that may be recorded by the APC Assets. Any Content recorded by an APC Asset prior to the Date of Service shall only remain stored on the device or storage device until such Content is overwritten in the normal course of operation of the APC Assets. Customer agrees that it is solely the owner and is solely responsible for any such Content notwithstanding the fact that Customer may not have the ability to access and retrieve such Content prior to the Date of Service.

12. Maintenance. During this Agreement's Term, APC will maintain the APC Assets and will bear the cost of routine repair or replacement as identified in the Premises Exhibit. The Customer must notify APC of any need for repair by calling the Business Service Center at 1-888-430-5787. APC shall have the right to contract with a third-party for maintenance, repairs, and other work relating to any and all APC Assets associated

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

with the provision of Services pursuant to this Agreement. During this Agreement's Term, the Customer will be responsible for APC's cost of repairing or replacing any Equipment damaged or destroyed due to vandalism or willful abuse during this the Term of this Agreement.

13. Access to APC Assets. Nothing in this Agreement shall convey to the Customer the right to attach or affix anything to the APC Assets. Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the APC Assets. If the Customer desires to attach or affix anything to the APC Assets, the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC's written consent.

14. Disclaimer: Limitation of Liability; Damages. APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any APC Activity. The Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages arising from the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent APC is liable under this Agreement, the liability of APC is hereby limited to: (i) with respect to Services purchased by the Customer, the annual amount paid by the Customer for Services or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. The Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that none of the APC Assets or Services are error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, weather, or the tampering or destruction of the APC Assets or CPE. APC is not required to supply the Services to the Customer while any such interruption continues. APC does not guarantee the security of its System or APC Assets and is not responsible if any software code enters the System or APC Assets that disrupts, disables or self-limits such System or APC Assets. APC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. To the greatest extent allowed by applicable law, APC is neither responsible for protecting Content against unauthorized, access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. The Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety thereof, and that APC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises. The Customer agrees APC shall not be liable for any defects, errors, interruptions or other issues associated with the software and hardware included in the Services (as outlined in the Premises Exhibit). The Customer further agrees that APC shall not be liable for any claims, lawsuits, or damages arising out of such defects, errors, interruptions or other issues to the extent the same are the fault (in whole or in part) of the manufacturer (whether ShotSpotter or another third-party) of the software and hardware.

To the fullest extent permitted by law, the Customer agrees to be solely responsible for any and all liability, claims, demands, actions, judgments, loss, costs and expenses arising or claimed to have arisen by, through, or as a result of acts or omissions of the Customer regardless of whether the acts or omissions are the sole or partial cause of the liability, claim, demand, action, judgment, loss, cost or expense. In the event a liability, claim, demand, action, judgment, loss, cost or expense is asserted or made against APC, and the Customer's acts or omissions are the sole or partial cause, the Customer agrees to reimburse APC for any and all expenditures made in satisfying or resolving such liability, claim, demand, action, judgment, loss, cost or expense.

15. Agreement Not Insurance Policy. Customer agrees and understands that: (i) APC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) insurance, if any, will be obtained by the Customer or its customers or tenants, as applicable; (iii) charges by APC under this Agreement are based solely upon the limited value of the limited Services and are unrelated to the value of the Premises or the property located on the Premises; (iv) the amounts payable by the Customer are not sufficient to warrant APC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Services, or any deficiency, defect, inadequacy, or disruption of the Services or due to APC or its contractors' negligence or failure to perform; (v) the Customer does not intend this Agreement to impose liability on APC except within the limitations of this Agreement; and (vi) the Customer agrees that APC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Services may be designed to detect.

16. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or on the next business day after being sent by a national recognized overnight courier which provides proof of receipt. All notices shall be directed to the other party at the addresses of such party indicated below, or at such other address as the parties may designate in writing by notice delivered pursuant to this provision.

If to APC:

Alabama Power Company
600 18th Street North
Birmingham, AL 35203
Attn:
Email:

All complaints or concerns regarding the installation or service of a lock, alarm, or CCTV system may be directed to the AESBL at 795 Vaughn Road, Montgomery, Alabama 36116 (334) 264-9388.

If to Customer:

Attn:
Email:

17. Taxes. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. If applicable, the Customer must provide a copy of its Alabama sales tax exemption certificate. Payments made under this Agreement are exclusive of any business license, excise, franchise, property, sales, use, rental, lease, or other transaction taxes or fees ("Taxes") imposed by any Governmental Authority or taxing jurisdiction on the Services rendered under this Agreement. Customer shall be solely responsible for any Taxes due on the services provided. The parties intend and understand that the Services and associated transactions rendered pursuant to this Agreement are not subject to Alabama rental or lease tax. In the event that an applicable Governmental Authority determines in the future that APC is subject to Alabama rental or lease tax with respect to the Services rendered or transactions conducted under this Agreement or any portion thereof, then Customer agrees that: (i) APC may invoice Customer for the amount of such rental or lease tax assessed on the payments by the applicable Governmental Authority on a fully grossed-up basis, (ii) APC may invoice Customer for the amount of delinquent rental or lease taxes due other Governmental Authorities for all open years on a fully grossed-up basis, and (iii) APC may begin invoicing Customer for the amount of monthly rental or lease taxes due to all applicable Governmental Authorities after the determination that APC is subject to Alabama rental or lease tax with respect to the Services, and Customer shall reimburse APC for such amount within thirty (30) days of receipt of invoice, along with any associated taxes, penalties, or interest. Any rental or lease taxes owed by Customer to APC shall be added to and be considered a part of the flat Monthly Charges invoiced to Customer. Except as expressly provided above, each party shall be solely responsible for any and all Taxes imposed on it by any Governmental Authority or taxing jurisdiction in connection with the transactions contemplated by this Agreement.

18. Immigration Law Compliance.

- a. APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "**Act**").
- b. APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.
- c. By signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

19. Effective Date. This Agreement will be effective on the date when it has been signed by the last party whose signing makes the Agreement fully executed (the "**Effective Date**").

20. Relationship of Parties. The Customer and APC agree that nothing contained in this Agreement nor any act of APC or of the Customer shall be deemed or construed by either of the parties hereto or by third persons to create any relationship of third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between APC and the Customer other than as set forth herein. It is understood by the parties that APC is an independent contractor with respect to the Customer. Neither the Customer nor any of its agents shall have control over the conduct of APC or any of APC's employees, agents or subcontractors except as herein set forth. The Customer will not withhold payment for taxes, provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of APC, its agents or employees. APC shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the Customer.

21. Miscellaneous. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to the Customer of such modification. If the Customer uses the Services or makes any payment to use the Services on or after the Effective Date of the modification, the Customer accepts the modification. Either Party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other Party. The Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without prior written consent of APC. Any such assignment without APC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." In all matters, the Customer enters into this Agreement in sole reliance upon the Customer's own advisors and not on any statements or representations (written or oral) of APC or any of its representatives

and agents. If a court rules a provision of this Agreement unenforceable to any extent, the rest of that provision and all other provisions remain effective.

22. Governing Law and Venue. This Agreement shall be governed by, construed and enforced under the laws of the State of Alabama, excluding its conflicts of laws rules. Each party hereby submits to exclusive personal jurisdiction in the state courts located in Jefferson County, Alabama and the United States District Court for the Northern District of Alabama in connection with any state or federal disputes arising hereunder. The parties hereby waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

23. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

[signatures on next page]

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Irondale

By: _____

Name: _____

Date: _____

Alabama Power Company

By: _____

Name: _____

Date: _____

PREMISES EXHIBIT A

Alabama Power Company (“**APC**”) and the **City of Irondale** (the “**Customer**”) agree that the Master Contract for Public Safety Services (Surveillance – Governmental) dated as of the Effective Date (as defined in the Agreement) (“**Agreement**”) shall apply to the Premises and Deliverables identified below. The Premises Exhibit is entered into as of the date of the last signature below (the “**Premises Exhibit Effective Date**”).

- 1. **Location:** APC shall provide the Services to the Customer at the locations shown on maps to be created by the Parties and treated as confidential information.
- 2. **Deliverables:** APC’s Services provided to the Customer shall include the following Deliverables:
 - Install and maintain nine (9) Axis P3265-LVE 1080p HD fixed dome cameras with 30-day storage on either provided server or SD card and associated equipment
 - Install and maintain one (1) Server and associated equipment, Genetec Security Center Video Management System (VMS) and associated subscriptions/fees
 - Customer to provide Verizon SIM card with static IP address for health monitoring and remote viewing

3. **Payment Schedule:**

Months **	Service Cost	Estimated Regulated Cost *	Monthly Cost *
1-60	\$1,391.67	\$265.50	\$1,657.17

* The actual regulated cost for electric service to the Surveillance Equipment will be calculated using the applicable tariffs approved by the Alabama Public Service Commission at the time of billing. Such laws, rules, regulations, and rate schedules are subject to change during the Term of this Agreement as provided by law. Thus, the regulated cost (and therefore the total monthly cost) may vary slightly from the estimates provided above. In addition, APC reserves the right to apply an annual increase in the Service Cost of up to 3% to reflect increases in provider costs as described in Section 9(a) and 9(b) above.

** Payment Schedule applies to Initial Term and automatic month-to-month renewal noted in Section 8.

- 4. **Content.** Local storage on-premises has been selected to store the video content. The Customer will be responsible for housing and for protecting and securing the on-premise server equipment. Cloud storage has been selected to store the license plate recognition camera content. The Customer will be able to view content from an internet connected device and web browser.
- 5. **Integrators and other Subcontractors.** Pursuant to Section 3, Customer agrees to abide by the terms and conditions of the following integrators and other sub vendors:
 - a. **Genetec (Video Management System)**
 - b. **ISO Networks (Integrator)**
- 6. **Moving Equipment.** If the Customer desires to relocate any piece of equipment (e.g., a camera or other device), the Customer must first call the Business Service Center at 1-888-430-5787 and obtain APC’s written consent. If the equipment in question has not yet been installed, APC will relocate the equipment for no additional cost to the Customer as long as APC can ensure good signal quality in the requested new location. If the equipment in question has already been installed, such relocations of equipment will result in additional charges to the Customer.

IN WITNESS WHEREOF, APC and the Customer have caused this Agreement to be executed by their authorized representatives.

City of Irondale

By: _____

Name: _____

Date: _____

Alabama Power Company

By: _____

Name: _____

Date: _____