CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 11/1/2012

Action Requested By:
Community Development

Agenda Item Type

Resolution

Subject Matter:

Agreement with Sally K. Davis

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, AL and Sally K. Davis (Community Development)

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: Select...

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

This Resolution authorizes the city to enter into an Agreement with Sally K. Davis for Community Development Block Grant funds (CDBG). She will provide computer consulting services to support the Code Enforcement Management System (CEMS) program for the Community Development Department Code Enforcement Section. There are NO City funds involved with this project.

Associated Cost: 0

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____

Date: 10/23/2012

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Community Development** Council Meeting Date: **11/1/2012**

Department Contact: **Ken Benion** Phone # **427-5427**

Contract or Agreement: **Agreement**

Document Name: **Agreement between the City of Huntsville and Sally K. Davis for Consulting Services**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance:

Account Number: **09-9000-0511-2012 / 901214XX00**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Federal HUD	**Grant Name:** Community Development Block Grant (CDBG)

Department	Signature	Date
1) Originating		10/23/12
2) Legal		10-23-12
3) Finance		10/23
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 12-_____

WHEREAS, the City of Huntsville, Alabama received grants under the Community Development Block Grant (CDBG) program from which it has received payback funds from the subrecipients of the grants; and

WHEREAS, the City desires to utilize the payback funds to hire a consultant to assist with and improve the computer system used by the City's Community Development Department;

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized, requested and directed to enter into an agreement with **Sally K. Davis**, said contract being substantially similar in words and figures to that document identified as Agreement Between the City of Huntsville and Sally K. Davis, consisting of (five) 5 pages with the signature of the Council President or President Pro tem, and the date 1st day of November, 2012 appearing on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 1st day of November, 2012.

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

APPROVED this the 1st day of November, 2012.

_____
Mayor of the City of Huntsville, Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND SALLY K. DAVIS

THIS AGREEMENT, entered into this the 1st day of November, 2012, by and between the City of Huntsville, Alabama, Community Development Department, hereinafter referred to as the CITY, and Sally K. Davis, hereinafter referred to as the CONSULTANT.

WHEREAS, the City received a grant from the United States Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program:

WHEREAS, consistent with the terms of the said grant, the City desires to engage the Consultant to render certain services in connection therewith:

NOW THEREFORE, the parties hereto do mutually agree as follows:

WHEREAS, the City desires to contract with the Consultant for Consultant's services as a Computer Consultant, and the Consultant desires to provide such services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, faithfully to be kept by the parties hereto, it is agreed as follows:

1. **Term.** The City will contract with the Consultant, and the Consultant agrees to provide services and products to the City as outlined in Exhibit "A" to this Consulting Agreement, commencing with the date of this Agreement and continuing until October 31, 2013, unless otherwise terminated as herein provided.

2. **Payment of Service.** As payment for Consultant services for software maintenance, software development and administrative tasks, the City shall pay Consultant the rate of $80.00 per hour. For technical documentation, the City shall pay Consultant the rate of $30.00 per hour. The total amount of this contract is not to exceed $58,000.

3. **Performance of Consultant.** Consultant shall have sole control of the manner and means of its performance of its obligations under this Agreement, and Consultant shall perform such obligations according to its own means and methods of work.

11/01/2012 _____
President or President Pro tem,
City Council Huntsville, Alabama

4. **Independent Contractor Relationship.** In the performance of the work, duties, and obligations evolving under this Agreement, it is mutually understood and agreed that the Consultant is at all times serving as an independent contractor providing the City with services as a Computer Consultant. Amounts paid to the Consultant by the City as compensation for providing said services are for services purchased, and amounts paid to the Consultant shall be deemed to be fees for services to an independent contractor and shall not be subject to withholding of any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Consultant expressly acknowledges and agrees that she is solely responsible for the payment of all income and other taxes for sums received by her pursuant to this Agreement. It is further expressly understood that the City is interested only in the results to be achieved and the conduct and control of work will be the sole responsibility of the Consultant. Consultant is not considered to be an agent or employee of the City for any purpose and the Consultant will not be eligible to participate in any benefits the City provides for its own employees. It is further understood and agreed that the City agrees to use Consultant exclusively for the scope of work identified in Exhibit A for the duration of Consulting Agreement. It is further understood and agreed that, except as provided herein, Consultant is free to contract for similar services to be performed for others during the term of this Agreement.

5. **Termination.** This Agreement shall be terminated upon the happening of any of the following events:

a. Upon the expiration of this Consulting Agreement.

b. Failure by the City to pay when due the fees as outlined in this Consulting Agreement for a period of 45 days from receipt of invoice.

c. It is expected that the work product of consultant with respect to this contract shall be completed and delivered to City in a timely manner. Timely manner is defined to mean that the work under this contract shall be delivered within two (2) calendar weeks per each 10 chargeable hours under this contract. Failure to deliver will result in cancellation of the contract and non-payment of any invoices outstanding.

d. Notwithstanding any of the provisions of this Agreement, upon at least 30 days' prior written notice served by either the City or the Consultant upon the other. The City may elect to terminate Consultant's services and Consultant's access to the offices of the City at any time after said written notice has been served by either the City or the Consultant upon the

other, provided the City pays the Consultant the full amount of compensation due to the Consultant during the thirty-day notice period.

e. Agreement will terminate on October 31, 2013.

6. **Amendments.** This Agreement shall not be modified or amended except by a writing signed by both parties.

7. **Prior Agreements.** This Agreement contains the entire Agreement of the parties and supersedes and cancels any other agreement, representation, communication, or understanding, whether written or oral, between the parties hereto and relating to the transactions contemplated herein or the subject matter thereof. This Agreement may not be changed or terminated orally, but may only be changed by an Agreement in writing signed by the parties hereto.

8. **Interpretation of Agreement.** All parties have participated fully in the negotiation and drafting of this Agreement. The Agreement has been prepared by all parties equally, and is to be interpreted according to its terms. No inference shall be drawn that the Agreement was prepared by or is the product of any particular party or parties.

9. **Applicable Law.** This Agreement shall be subject to and construed under the laws of the State of Alabama.

10. **Invalidity.** If any term or provision of this Agreement shall be invalid or unenforceable to any extent or application, then the remainder of this Agreement shall be valid and enforceable to the fullest extent and the broadest application permitted by law.

11. **Captions.** The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define, or limit scope or intent of the provisions of this Agreement.

12. **Retention of Documentation.** Consultant shall retain all records and supporting documentation applicable to a project with City for a period of three (3) years after receipt of final payment from City and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of the City, the Secretary of the U.S. Department of Housing and Urban Development and/or the Comptroller General of the United States. In the event of Consultant going out of existence, the records relating to the City's project will be turned over to the City for retention.

13. **Confidential Information.** Consultant acknowledges that confidential information in the way of financial practices,

internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Consultant agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

IN WITNESS THEREOF, the City and the Consultant have executed this Agreement on the 1st day of November, 2012.

CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Charles E. Hagood, City Clerk Treasurer
City of Huntsville, Alabama

Consultant

By:_____
Sally K. Davis

Exhibit A

The purpose of this document is to present a statement of work to be performed for the Community Development, Code Enforcement Division for the City of Huntsville, Alabama.

Project Overview. A software application known as the Code Enforcement Management System (CEMS) currently exists to provide an easy way to manage property maintenance and code violations. This application uses Microsoft® SQL Server as a database for the storage of the data that is required to perform these duties. The current application will need ongoing maintenance, enhancements, and optimizing of the database. Current functionality includes: Property Maintenance and Management, Work Order Management, Billing, Assessments and City Council Resolutions, Housing Board, Compliance Cases and Citations, Emergency Home Repair Program Cases, Public Nuisances, Activity Reports, Administration, Statistics, and Security.

Software Maintenance & Development. Proposed enhancements to and development on the Code Enforcement Management System (CEMS) consist of:

a. Mobile/Internet Applications - design, develop and implement software for access to Code Enforcement data by inspectors in the field.

b. Property optimization and consistency, to include quick reference sheets

c. Archival capabilities for historical tracking

d. Enhanced citation functionality

e. Technical Documentation (such as User's Guide, Quick Reference Guide, Programmers Guide(s), Training Manual and Online Help).

f. Ad-hoc query capability

Packaging. Application software will be delivered on CD(s), DVD(s), or other appropriate method. No warranties other than defects in material are expressed, or implied.