

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 9/24/2015

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:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head:



Date: 9/15/2015

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Community Development

Council Meeting Date: 9/24/2015

Department Contact: Michelle Jordan

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: 2100-70-70200-515370

### Procurement Agreements

<b>Not Applicable</b>	<b>Not Applicable</b>
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### Grant-Funded Agreements

<b>Federal HUD</b>	<b>Grant Name:</b> Community Development Block Grant (CDBG)
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Department	Signature	Date
1) Originating	<i>Michelle Jordan</i>	9/15/15
2) Legal	<i>Mary Clark</i>	9/16/15
3) Finance	<i>[Signature]</i>	9/15/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-

**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 24th day of September, 2015 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 24th day of September, 2015.

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

**APPROVED** this the 24th day of September, 2015.

\_\_\_\_\_  
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 October, 2015, 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; and

**WHEREAS**, the City currently utilizes the Code Enforcement Management System (CEMS); and

**WHEREAS**, the CEMS software system was developed by the Consultant; and

**WHEREAS**, the Consultant has the unique knowledge and ability to perform necessary upgrades and maintenance to the CEMS system; and

**WHEREAS**, consistent with the terms of the said CDBG 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 September 30, 2016, 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 \$50,000.
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.

**President of the City Council of the  
City of Huntsville, Alabama  
Date: September 24, 2015**

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. Consultant's City of Huntsville Privilege License No. is 226569

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 September 30, 2016.
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 24th day of September, 2015.

**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 custom software application known as the Code Enforcement Management System (CEMS), having been solely developed by the Consultant to provide an easy way to manage and track violations of the City's Code Ordinances, serves as a central repository of data and data entry for the Community Development Department regarding all matters relating to code violations on property, such as (but not limited to) inspection requests, notices, activity reports, work orders, billing, housing board cases, assessments/liens, compliance cases/citations and public nuisances. The application uses Microsoft® SQL Server as the database for storage, and several supporting modules for Program Administration, Statistics, and Ad Hoc Reporting have been designed and developed as well. Custom software applications must have ongoing maintenance, enhancements, and optimizing of the database to keep up with technology as well as with any changes in city ordinances. Consultant will utilize input from City users of CEMS to manage and update the system as needed.

**Software Maintenance & Development.** Consultant shall provide the services and materials to provide the following required enhancements and additional software development:

1. Mobile/Intranet Applications - design, develop and implement software for access to Code Enforcement data by inspectors in the field. Phase 1 functionality has been completed, which is to be able to find details on inspection requests, notices, work orders and court cases on a daily basis. Phase 2 functionality consists of the inspector's ability to complete inspection checklists and issue notices while in the field.
2. Internet Applications - Add capability to produce DCD Active Unsafe Building Notices for use by City Council, Inspection, Police and Fire Departments.
3. Add capability to perform property optimization and consistency, data integrity and validation. This includes: indexing strategies for rapid searching; ensuring that the software written operates on clean, correct and useful data; and eliminating such problems as redundancies and duplications of data, lack of consistency between shared information, and missing or incomplete data.
4. Provide capability to perform real-time historical tracking of notice disposition at any given time (for instance if and when any extensions were granted and for how long, if and when any work orders issued from the notice, if the notice went into legal for non-compliance, if any citations were issued from the notice, et al.) and number of complaints and/or notices issued to a property, both active and complete.
5. Update Technical Documentation (User's Guide, Quick Reference Guide, Programmers Guide(s), Training Manual and Online Help if applicable) to maintain up-to-date information regarding technical and functional specifications, database schematics, installation, usage and administration of all software written for this department.
6. Provide deferred Maintenance Home Repair Program (DMHRP) enhancements as needed to comply with Huntsville Utilities Extreme Energy Makeover Program (EEM) Emergency Home Repair applications are to be revised to indicate type of utility service (gas or electric), central heating unit, and the year the house was built. All Extreme Energy Makeover applications are to be stored along with date received and copies of any supplemental documentation provided.

**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.