



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/28/2025

**File ID:** TMP-5852

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**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into Business Agreement to Implement Technology between the City of Huntsville, Alabama and Comcate, Inc. for continued services related to the Code Enforcement Division of Community Development

Resolution No.

**Finance Information:**

**Account Number:** 17200-520300-00000000

**City Cost Amount:** \$29,734

**Total Cost:** \$29,734

**Special Circumstances:**

**Grant Funded:** \$0

**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 4 ☒ District 5 ☒

**Additional Comments:**

This resolution authorizes a one-year renewal of the existing Code Enforcement software with the option to renew for two additional 1-year terms.

## **RESOLUTION NO. 25-**

**WHEREAS**, the City of Huntsville Community Development Department wishes to continue utilizing the Comcate, Inc. Code Enforcement Manager software system to assist in facilitating its code enforcement duties and;

**WHEREAS**, during the previous three-year agreement, Comcate, Inc. facilitated the implementation, training, and maintenance of the Code Enforcement Manager software system for the City of Huntsville; and

**WHEREAS**, the Code Enforcement Manager software has improved the accuracy of inspection requests by utilizing photos for notices of violation, reinspection of properties, and legal actions ensuring improved compliance concerning ordinances enforced by Community Development; and

**WHEREAS**, the integration of See-Click-Fix with the Code Enforcement Manager software has streamlined citizen requests submitted through Huntsville Connect for grass and junk inspections.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville be authorized, requested, and directed to enter into an Addendum to the Business Agreement with Comcate, Inc. which said Agreement is substantially in words and figures similar to the document attached hereto and identified as "Business Agreement to Implement Technology" consisting of eleven (11) pages, and the date of August 28th, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 28th day of August, 2025.

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

**APPROVED** this 28th day of August, 2025.

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Mayor  
of the City of Huntsville, Alabama



August 6, 2025

City of Huntsville  
305 Fountain Circle  
Huntsville, Alabama 35801

Re: Business Agreement to Implement Technology

**At Comcate, we believe in empowering public agencies.**

We do this by creating solutions that are simple to use, easy to implement, configurable, accessible, and affordable. Our philosophy, which guides every action we take, centers on helping public agencies solve problems through technology.

Comcate was founded in 2000 with the help of retired City managers and Silicon Valley technologists. With close access to the customer base, our team developed software exclusively for public agencies.

We have signed over 300 agreements with public agencies and have over 20,000 public agency staff users across 34 states. Comcate has implemented more web CRM software in public agencies than any other software provider of which we are aware. With over 10,000 Code, Permit & Inspection Officers across 32 states, Comcate is the leading provider of Code Enforcement & Permit/Building Safety Inspection software in the nation.

**Focus**

Comcate is entirely focused on improving the efficiency and effectiveness of public agencies with affordable and easy to use web-based software. We are motivated to meet the specific needs of each of our clients. Our client base will testify to our dedication, motivation and initiative to accommodate each of their individual needs.

**No Hardware or Software to Install**

Comcate hosts all data at a secure facility with robust network and power redundancies and round-the-clock system monitoring. The Agency does not have to purchase any new hardware or software.

**Customer Support**

We are prepared to dedicate the full support of our staff into the configuration of the application and the tailoring of its implementation. You will have a dedicated Project Manager assigned to your implementation to guide you through each step of the process, with direct phone and email access and full-time customer support.

**Simple to Use, Easy to Implement**

We are dedicated to understanding your Agency's workflow, and count the number of steps needed to complete an action and tirelessly work to minimize them. We constantly incorporate user feedback into our applications. As a result, Comcate has been recognized by users for its intuitive and easy to use design.

To accept the Agreement, please sign below. As soon as we receive the signed Agreement, we will schedule the implementation kick-off phone call.



We look forward to hearing from you and are available to answer any questions to help facilitate this process.

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

DocuSigned by:  
  
FC9C58B2C41E4BE Date: 8/7/2025 | 8:32 AM PDT

David W. Richmond, President  
Comcate Software, Inc.

\_\_\_\_\_  
Date: \_\_\_\_\_

Tommy Battle, Mayor  
City of Huntsville, Alabama

Attest: \_\_\_\_\_  
Shaundrika Edwards, City Clerk  
City of Huntsville, Alabama



## Description of Software (defined as the “Technology”) to be Provided

We believe that the following solutions are a great fit to help the Agency achieve its goals.

**Code Enforcement Manager** was designed with the guidance of Code Enforcement Officers, Supervisors, and Department Heads. It empowers Code Enforcement Officers and Agency Staff, by giving them a solution that is simple to use, easy to implement, configurable, accessible, and affordable.

### HIGHLIGHTS

- Automate case management
- Access, track and manage municipal code violations
- Tablet Compatible
- Attach photos and videos
- Schedule follow-ups and receive automatic reminders
- Track violations by parcel
- Print reports and notices automatically



**GIS Enterprise:** Enables integration with GIS server data to provide map-based visualization, address verification for cases, and tabular reports of activity by neighborhood. Property attributes such as ownership information and CDBG eligibility are automatically populated, while map layers can be applied to display location-specific information such as zoning & council district.

**Fee Tracker:** Ability for users to track fines and payments in Comcate and provide reports on amounts invoiced, outstanding, and collected over designated time periods.

**CEM Integration with See-Click-Fix:** Deliver integration between SCF and Comcate to create code cases as outlined in the agreement.

**SSO:** Activated Single Sign On for users.

**Comcate Professional Services** are managed by a dedicated team of professionals that have expertise and experience helping our customers solve unique business challenges through technology. Our Comcate professional services include on-site training, data migrations, integrations with 3<sup>rd</sup> party cloud applications and custom web-development services.



### Implementation Timeline and milestones for deliverables

Comcate's standard implementation program is flexible. By your request we can conduct the process on a fast track basis of two months to meet the Agency's needs and includes the following actions and meetings.

Major Tasks	Sub Tasks
Pre-project Needs Assessment	- Meet with Agency to clarify and confirm integrations, customizations and phases of the project
Execute Agreement	- Receive signed agreement
Initial Call and Identification of Project Lead with the Agency	- Review implementation process - Identify project team - Schedule kick-off meeting
Kick-Off Meeting	- Comcate introduction - Review project scope and timeline - Demo application to implementation team - Prepare for needs assessments
Needs Assessment	- Review staff workflow - Propose implementation configuration
Product configurations	- Identification of configuration data - Customization of notices and/or templates - Review and Sign off of configuration data
Trainings for Code Enforcement	- Role based training: power submitter, case managers, agency heads, agency manager - Role based training for front-line staff
Soft Launch!	- Go Live!
Follow up Training	- Separate follow up training sessions
Project Wrap Up	- Debriefing with project lead, Agency manager and other appropriate participants

\* We can complete the implementation and go live with basic implementation within a few weeks after signing the contract.



## Ongoing Support and Services

We view every client relationship as a long term partnership. During implementation you will be introduced to several members of our experienced and capable in-house customer support staff.

We maintain hours necessary to support our clients. Currently, our customer service technicians operate during normal business hours from 8am to 5:00pm PST Monday through Friday. Our team is available during business hours via email and phone and we are committed to responding to all client issues within 4-6 hours.

Comcate is required to uphold the following performance standards and response times in the Service Level Table in order to be considered in compliance with its contract:

*Comcate shall make arrangements for the technology to be accessible by the Agency's staff and public users 99.8% of the time, not counting scheduled maintenance for users of Comcate's ASP service.*

## Service Level Table

Level	Description	Response Time	Means of Contact
First	Software System Inoperable	Response within 3 hours	Telephone, email, pager/mobile phone
Second	Significant operating issues but application still operating	Response with 6 hours	Telephone, e-mail
Third	Application not functioning as designed but still operating successfully	Response with 18 hours	Telephone, e-mail
Fourth	Non-critical problems for which a solution is available	These issues will be addressed as part of the product development cycle	Telephone, e-mail

Support includes the following:

- 1) Trouble-shooting at Comcate's facilities
- 2) Establishment of an FAQ for customers
- 3) On-line help windows

Example of on-line help windows can be provided upon request.



## **Training**

Comcate's training goal is to have staff users up and running on the application during their initial training session.

Comcate has developed its role-based training program by continuing to learn from our hundreds of existing client implementations. Training sessions are organized to be completed in less than an hour, as longer sessions often result in attendees' attention span waning. The session is organized like a story: we start with an introduction about Comcate, the application and project background, then discuss the reason for the implementation, any internal breakdowns that have been identified, and concerns of management.

This provides an opportunity to highlight how our software addressed similar concerns at other agencies. After this discussion, we have provided a brief product demonstration, which provides background to move into the primary, usage-based part of the training.

We found the best result is to have people start using the application as soon as possible. During this period we have staff log-in, create and manage cases, assign tasks and, as appropriate, perform activities that are appropriate for their role. We make this fun and develop stories about requests that are relevant and humorous to those attending the training.

We provide each attendee with a personalized user summary (cheat sheet) which they can take back to their desk. This includes all the information they need to access the application, get answers to common questions and contact Comcate's customer support if necessary. After the training your Project Manager will monitor and track the cases to ensure that all staff members feel comfortable with the application and that the Agency is ready to go live.

Up to 10 hours of web-based training and a full-day of on-site training is included as part of this service agreement. Additional 10-hour blocks of web-based training can be purchased at a price of \$125/hour. Additional on-site training can be purchased at a price of \$1,000 per day per Comcate employee.





## Comcate Professional Services

Comcate Professional Services are managed by a dedicated team of professionals that have expertise and experience helping hundreds of public agencies across the country solve unique business challenges through technology. Our Comcate professional services include on-site training, data migrations, integrations with 3<sup>rd</sup> party cloud applications, and custom web-development services.

Our process is to work with project stakeholders at the agency to define business needs for any professional services upfront and include them in the agreement.

Upon executing an agreement for services with Comcate our team will prioritize any required Product Management and Software Engineering work on our internal Product Roadmap and will execute work in the order it was received and prioritized.

The timeline to deliver professional services may vary based on nature, however Comcate strives to deliver all professional services within the initial contract year unless designated by Comcate and the agency as a “future phase” to be initiated in writing at a later date.

All Comcate professional services are designated as pre-live or post-live professional service projects intentionally to create strong alignment among project stakeholders and to set the stage for a successful implementation. Pre-live professional services are regarded as requirements to be completed prior to the agency go-live event on Comcate. Post-live professional services are regarded as projects that will be initiated and launched after the initial agency go-live event on Comcate.

## Post-Live Professional Services included in this agreement:

Integration with See-Click Fix: Automatically populate 3rd Party data from See-Click-Fix in Comcate, via API Web-services, to ensure consistent data across applications and increase efficiency through the elimination of manual processes.

This integration will allow public issues created in See-Click-Fix (SCF) to be transmitted to the Comcate Code Enforcement application, via [SCF Open 311 APIs](#) and Comcate web services.

## High-level Workflow

1. New issues created by the public in SCF.
2. Comcate web services will call [SCF Get Service Requests API](#) to retrieve new public issues created since last API call. API request will include, but not be limited to, the following parameters (to be finalized during requirements gathering):
  - a. <need to confirm Huntsville’s jurisdiction ID>
  - b. <need to confirm if Huntsville wants to restrict to specific service codes, or all service codes>
  - c. Start date
    - i. Will pass in the date/time of the last request to retrieve service requests.
  - d. Status = open
3. Comcate will process the following API response fields and created an associated Code Enforcement for each new SCF Service Request retrieved:
  - a. Service Request ID
    - i. To be stored as “External Case ID”.
  - b. Status
    - i. Open



- c. Service Name
  - i. To be stored as “Custom Issue Description” in format “<service name>: <description>”.
- d. Service Code (likely not needed)
- e. Description
  - i. To be stored as “Custom Issue Description” in format “<service name>: <description>”.
- f. Address
  - i. To be stored as case Location.
  - ii. May be validated/normalized by Comcate GIS location services if feasible.
- g. Zip Code
  - i. To be stored as part of case Location.
- h. Latitude
  - i. To be stored as part of case Location.
  - ii. May be validated/normalized by Comcate GIS location services if feasible.
- i. Longitude
  - i. To be stored as part of case Location.
  - ii. May be validated/normalized by Comcate GIS location services if feasible.
- j. Media URL
  - i. If available, will be stored as case attachment.

*Notes and assumptions*

1. Only public issues may be returned from SCF, as Huntsville’s SCF license does not allow for use of SCF’s “APIv2 for Organizations”.
2. Private SCF issues will not be retrieved.
3. No data will be returned from Comcate to SCF.
4. Service requests may be manually closed by Huntsville users in SCF, but any updates made to SCF service requests will not be transmitted to Comcate.
  1. Comcate can optionally call [SCF API to close SCF service requests](#) if desired.
1. Comcate will query SCF for new service requests every 10 minutes.



## Investment Summary

The year-one investment in Comcate's software is comprised of two components: 1) the one-time **Implementation Fee** which includes initial configurations, customizations and web-based training, and 2) the **Annual License Fee** which includes on-going support, upgrades and hosting. Starting in the second year, the Annual License Fee will be adjusted by a COLA increase not to exceed 5% per year.

## Investment

Product	2025	2026	2027
	Term 1	Term 2	Term 3
	Subscription (9/8-9/7)	Subscription (9/8-9/7)	Subscription (9/8-9/7)
1. CEM Ren Code Enforcement Manager Renewals	\$ 15,791	\$ 16,581	\$ 17,410
2. GIS Ent Ren GIS Enterprise Renewals	\$ 3,087	\$ 3,241	\$ 3,403
3. Fee Tracker Ren Fee Tracker Renewals	\$ 1,103	\$ 1,158	\$ 1,216
4. CEM Ren Integration with See-Click-Fix	\$ 2,205	\$ 2,315	\$ 2,431
5. SSO Ren SSO Renewal	\$ 4,410	\$ 4,631	\$ 4,862
6. CEM Ren 2 Additional Users for CEM	\$ 1,337	\$ 1,404	\$ 1,474
7. CEM Ren 1 Additional Users for CEM	\$ 602	\$ 632	\$ 664
8. GIS Ent (Hosted): Quarterly GIS Updates	\$ 1,200	\$ 1,260	\$ 1,323
<b>Total</b>	<b>\$ 29,734</b>	<b>\$ 31,221</b>	<b>\$ 32,782</b>
Remove Quarterly GIS	\$ (1,200)	\$ (1,260)	\$ (1,323)
<b>Total with Quarterly GIS Updates</b>	<b>\$ 28,534</b>	<b>\$ 29,961</b>	<b>\$ 31,459</b>

- 23 full-edit and 5 part-time licenses for Code Enforcement Manager
- 5 read-only licenses for Code Enforcement Manager
- Unlimited use of GIS Enterprise and Fee Tracker
- Microservices Integration with See-Click-Fix
- Integration with MS Azure to support User Authentication via SSO
- Unlimited customer support
- Software enhancements and maintenance
- Full implementation support, including project management, training, and configurations
- Item 8: GIS Updates will be removed if agency can provide integration w GIS



## **Addendum to Business Agreement**

This Addendum to Business Agreement (“Addendum”) is made as of the date on page one (the “Effective Date”) between Comcate Software, Inc. (“Comcate”), a California corporation, and the client (the “Agency”).

**Method of Compensation.** The Agency shall promptly review invoicing and notify Comcate of any objection thereto in writing within fifteen (15) business days of receipt of the invoice, and absent such objection, the invoice shall be deemed proper and acceptable, and shall be payable within thirty (30) days of receipt by the Agency.

**Ownership of Agency’s Data.** All data and databases are owned by the Agency and all data, including but not limited to all notes, digital pictures, notices generated by the use of the Technology provided shall be and remain the sole property of the Agency. Upon termination of the Agreement, Comcate will promptly return all of the Agency’s Data in the possession of Comcate. Comcate will not use the Agency’s data without the express written consent of the Agency.

**Nonassignability.** Neither Agency's rights nor Agency's obligations arising under this Agreement are assignable or otherwise transferable by Agency (whether voluntarily or by operation of law) without the express written consent of Comcate, and any such prohibited assignment or transfer shall be void and without effect. If Comcate should so consent in writing, the assignee shall be bound by all of the terms and conditions of this Agreement. Comcate may assign any or all of its rights or obligations hereunder without the consent of Agency. Subject to the provisions of this term, this Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective permitted successors and assigns.

**Agency Data Backups:** Upon receipt in writing by the agency to request data, Comcate can provide one comprehensive data backup per year at no additional cost to the agency. Incremental backups in addition to one per year are priced at \$1,000 per request. Delivery of data back-ups at a higher (or possibly recurring) frequency can be discussed by Comcate and the City of Huntsville and pricing can be negotiated and mutually agreed upon in writing based on scope and effort.

## **Initial Configuration, Technical Support, Web-based Training, Maintenance, Enhancements and Updates, Support Services.**

- (a) Comcate will design “initial configurations” of Technology which can be accomplished through Setup tabs, including such items as violations, municipal codes, employee accounts, logos, and the like. Initial configurations are deemed completed as of the first day Technology is accessible by the Agency.
- (b) Comcate will provide routine technical support training concerning the use of Technology.
- (c) Comcate will also provide whatever routine maintenance, trouble shooting and repairs as are necessary to ensure Agency’s access to Technology and the Agency’s Data.
- (d) Except to the extent that upgrades of Technology include new modules or features not previously offered as part of Technology as of the date hereof, Agency is entitled to maintenance upgrades of Technology within the cost of the Agreement.
- (e) All support services shall be provided during Comcate’s normal business hours telephonically, via e-mail or via web conference connection. Comcate will provide “help pages” to assist the Agency in utilizing Technology.



(f) GIS data provided in connection with the implementation of Technology will be updated annually as part of the service.

(g) In connection with the delivery of any of the services described in the Agreement, Comcate shall also be reimbursed for only actual pre-approved out-of-pocket expenses, such as travel, meals, overnight delivery service, web demo costs, long distance telephone calls, copying charges, and the like.

Acknowledgments.

(a) The Agency expressly acknowledges that the Agency is solely responsible for any use of the Technology, and such use will be entirely at Agency's own risk. Agency agrees that the Technology shall not be used for or in connection with any illegal purpose (including but not limited to intellectual property infringement, fraud or defamation).

(b) Comcate acknowledges that it will "host" the Technology and agrees that it will backup data and take appropriate measures to protect and store Agency's Data.

(c) Comcate acknowledges that it shall maintain access rights to the Agency's Data and shall secure such data.

Term: Right of Cancellation.

The initial term of this agreement shall be for one (1) year commencing on the Effective date. The Agency reserves the right to extend for an additional one (1) year term as allowable by State Law which is currently allows three (3) years maximum. At least 90 days before the expiration date, the Agency shall notify Comcate of its intention renew or terminate the agreement. If Comcate does not receive notification from the agency at least 90 days prior to the expiration date, the agreement shall automatically renew for a period of (1) additional year from the date of expiration.

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