



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 4/27/2023

**File ID:** TMP-2838

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**Department:** Human Resources

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Professional Services Contract between the City of Huntsville and Psychological Resources, Support Systems, Inc. for Professional Services.

Resolution No.

**Finance Information:**

**Account Number:** 1000-42-42100-515370-00000000

**City Cost Amount:** \$315.00 per candidate

**Total Cost:** TBD

**Special Circumstances:**

**Grant Funded:** N/A

**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:** Psychological testing and evaluation services for Police Officers.

**RESOLUTION NO. 23-\_\_\_\_\_**

**BE IT RESOLVED** by the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement between the City of Huntsville and Psychological Resources, Support Systems, Inc, for Psychological testing for Police Officers 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 “Professional Services Contract between the City of Huntsville and Psychological Resources, Support Systems, Inc. for Professional Services,” consisting of a total of ten (10) pages with the date of the April 27, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, 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 27th day of April 2023.

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

**APPROVED** this the 27th day of April 2023.

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Mayor of the City of  
Huntsville, Alabama

PROFESSIONAL SERVICES  
CONTRACT BETWEEN THE CITY OF  
HUNTSVILLE AND PSYCHOLOGICAL  
RESOURCES, SUPPORT SYSTEMS,  
INC. FOR PROFESSIONAL SERVICES

STATE OF ALABAMA     )  
                                      )  
COUNTY of MADISON    )

This Agreement is made this 27th of April 2023, between Psychological Resources Support Systems, Inc. (hereinafter referred to as "PRSS"), and the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as "City").

**RECITALS**

WHEREAS, the City of Huntsville, Alabama has a requirement for psychological testing and evaluation of candidates for the positions of police officer; and

WHEREAS, Psychological Resources Support Systems, Inc. offers professional psychological testing and evaluation services and has previously provided similar professional services to the City of Huntsville.

**WITNESSETH**

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to -wit:

**1.0 Administration of Psychological Testing and Evaluation Services.**  
PRSS agrees to provide to the City the following services in the psychological testing and evaluation of candidates for the positions of police officer and police dispatcher:

**Step 1.** PRSS shall provide to the City psychological tests and answer sheets geared specifically toward the positions of police officer. PRSS shall further provide to the City instructions regarding methods of performing the test. The City shall provide these instructions to the tested parties in the medium provided by PRSS.

**Step 2.** The City will administer the tests provided by PRSS.

**Step 3.** The City shall forward the test data to the following location: Psychological Resources, Inc., 830 Glenwood Ave. SE Ste 510-402, Atlanta, GA 30316 or to another location mutually agreed upon by the parties prior to the administration of the test. The City will indicate, when submitting test results, the position tested for in order to receive results appropriate for that position.

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

**Step 4.** For each candidate tested, PRSS will present a written Report of Assessment Results to the City's Human Resources Department. Said written report shall include a "Screening Report" which will include an acceptable/unacceptable candidate recommendation, health report and a test report. PRSS shall provide said reports to the City within five (5) business days of PRSS receipt of the completed written answer sheets.

**Step 5.** For each candidate tested that receives an overall score acceptable recommendation on the written screening report of 70 or above, PRSS will conduct an oral interview to be completed over video chat or other secure forum to further evaluate the individual to make a final recommendation for employment as a law enforcement officer. The oral interview, if needed, shall be conducted within fourteen (14) business days of receipt of the completed written answer sheets.

PRSS shall provide said final psychological evaluation reports to the City within five (5) business days of the completion of the oral interview. The report will indicate recommend for employment, recommend with caution (with list of concerns and recommendations), or not recommended for employment.

**2.0** In consideration of the services rendered hereunder, the City shall pay to PRSS the sum of One Hundred Fifty Dollars (\$150.00) per candidate (written) tested and evaluated by PRSS. In the event a written and an oral assessment is rendered, the City shall pay to PRSS the sum of Three Hundred Fifteen Dollars (\$315.00) per candidate. The City may terminate this agreement within thirty (30) days of receiving notice of an increase in the sum to be charged by providing PRSS written notice of its intention to terminate. Amounts due under this Agreement shall be payable within thirty (30) days of the receipt of PRSS' invoice by the City.

**3.0** In the performance of this work it is understood between the parties that PRSS and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. PRSS shall have no authority to obligate the City to any indebtedness or other obligation.

**4.0** All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express, DHL or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Psychological Resources Support Systems, Inc.  
Attention: Jason Johnson  
830 Glenwood Ave. SE Ste 510-402  
Atlanta, GA 30316

City of Huntsville  
Attention: Director of Human Resources  
P.O. Box 308  
308 Fountain Circle  
Huntsville, Alabama 35804

**5.0** The contract between the City and PRSS consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and PRSS with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and PRSS.

**6.0** This contract shall be effective on the date this Agreement is executed by the last party to execute it. The term of this agreement is one (1) year and may be renewed for one additional one (1) year term upon the written agreement of the parties.

**7.0** Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than PRSS.

**8.0** PRSS agrees to process such psychological data as may be submitted by City to the principal place of business of PRSS, or such other place as may be deemed appropriate by mutual agreement.

**9.0** PRSS shall exercise all due diligence in the prompt handling of data, including but not limited to, the maintenance of normal office hours during which delivery will be accepted, appropriate safeguards to prevent loss of data while in processing, and conformance to mutually agreeable methods of output.

**10.0** PRSS shall maintain appropriate data processing facilities necessary to ensure normal rapid service. However, in the event of conditions beyond the control of PRSS, which force the delay of services, PRSS's liability shall be limited to the refunding of fees charged and collected for the particular case document which, due to such delay, has become unsuitable for the purposes intended by the City.

**11.0** Data submitted by the City must be in the format specified by PRSS, upon special answer sheets and control documents furnished by PRSS for that purpose. Instructions to City regarding methods of performing this task will be furnished by PRSS at no additional cost. Further, City agrees to present said instruction to the tested parties in the medium as provided by PRSS.

**12.0** PRSS shall be liable for safeguarding both raw data and interpreted results against unauthorized access by any person or persons while the data and/or interpreted results are in the possession of PRSS. PRSS further agrees

to indemnify and hold harmless City for any liabilities or costs arising out of such unauthorized access.

**13.0** In consideration of the development, if any, by PRSS, of special programs to serve the needs of City, full ownership of such programs will remain totally vested in PRSS. City shall have no claim or right of ownership whatsoever in said programs. Ownership of the programs by PRSS, includes, but is not limited to, the right to utilize these programs in serving other agencies and individuals.

**14.0** City agrees to keep all test data and testing materials confidential and not to disclose the same to third parties unless City is required by operation of law to release same. PRSS agrees to keep all test data and reports pertaining to applicants confidential and release same only to the City's designated point of contact (and only after obtaining a waiver and consent from applicant permitting the release of such information to City) unless required by operation of law to release such information to a third party. City agrees to utilize a reasonable standard of care and review the reports provided to City by PRSS of any self-evident inconsistency found between the three reports pertaining to applicant before using the reports as part of the hiring process.

**15.0** Consultation or other services in excess of those specified in this Agreement shall not be included in the basic price structure contained herein. Such services shall be the subject of separate negotiations and shall be defined under separate agreements.

**16.0** Answer sheets and other documents, as well as other supplies which may be furnished by PRSS to City under this Agreement shall remain the property of PRSS. In the event that, at the time of termination of this Agreement, City remains in possession of substantial stock of such supplies, these said supplies shall be returned to PRSS.

**17.0** It is expressly understood and agreed to by the City that no service shall be provided to City on those tests not accompanied by a "Waiver of Confidentiality" provided to City by PRSS and executed and signed by the tested individual. A copy of said waiver is attached hereto as "Exhibit A" and is incorporated herein by reference.

**18.0** This agreement may be terminated by either party without cause prior to the completion of the term upon thirty (30) days written notice of the intent to terminate to the other party. Notice to terminate shall be given to the City by written notification mailed to Director of Human Resources, City of Huntsville, Alabama at P.O. Box 308, Huntsville, Alabama 35804. Notice to terminate shall be given to PRSS by written notification mailed to Psychological Resources Support Systems, Inc 830 Glenwood Ave. SE Ste. 510-40, Atlanta, GA 30316-1966. In the event of such termination without cause, PRSS shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided however, that such compensation shall be conditioned upon PRSS providing in a timely manner to the City all

documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, PRSS shall promptly submit the City its invoice for final payment.

**19.0** This agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

**20.0** The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and PRSS' obligations for future performance of such shall continue in effect.

**21.0** If PRSS persistently fails or refuses to perform the work in accordance with this contract, the City may order PRSS to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that work be resumed. In such event, PRSS shall immediately obey such order.

**22.0** PRSS shall carry Psychologists Professional Liability Insurance coverage with a limit of \$1,000,000.00 per claim. Said insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after approval by the City. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

**A. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

**B. VERIFICATION OF COVERAGE:**

The City shall be indicated as a Certificate Holder and PRSS shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**C. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

PRSS shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

**D. HOLD HARMLESS AGREEMENT:**

**1. Other Than Professional Liability Exposures:**

PRSS, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of PRSS or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Professional Liability:**

PRSS agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of PRSS or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

**E. CITY TO BE LISTED AS ADDITIONAL INSURED**

The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of PRSS for products used by and completed operations of PRSS; or automobiles owned, leased, hired or borrowed by PRSS. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent



that is sufficient to provide the coverage required by this Agreement.

**23.0** This agreement shall be governed by the law of the State of Alabama. Proper venue of any action to enforce this agreement shall be in the courts of Madison County, Alabama.

**24.0** The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by PRSS.

**25.0** This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

**26.0** When a word, term or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

**27.0** The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

**28.0** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

**29.0** Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

**30.0** Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

**31.0** The reports, drawings, specifications and other documents or things prepared by PRSS for the Project shall become and be the sole property of the City. PRSS shall be permitted to retain copies thereof for its records and for its future professional endeavors.

**32.0** PRSS shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, the City and PRSS, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the

successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**33.0** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**34.0** The City may, at any time by written order, make changes within the general scope of this contract in any one or more of the following:

1. Description of the services to be performed;
2. Time of performance;
3. Place of Performance.

If any change causes an increase or decrease in the fixed sum amount or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the City shall make an equitable adjustment in the fixed sum amount or delivery schedule or other affected terms and shall modify the contract accordingly. PRSS must assert its right to an adjustment under this clause within 14 calendar days from the date of receipt of the written order. However, if the City decides the facts justify it, the City may receive and act upon a proposal submitted before final payment of the contract. Any other modifications to this agreement shall be made by mutual written agreement of the parties.

**35.0** PRSS shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve PRSS of any responsibility for performing this contract.

**36.0** The Services will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

**37.0** In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement

**38.0** PRSS, including its officers, employees, agents, and any other personnel providing services through PRSS pursuant to this agreement agree to hold all materials and information both for any proposal and for any contract services with the City in the strictest confidence, and to take all necessary steps to assure and maintain the security of any information, test materials or other materials received, used, or developed pursuant to this contract.

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


**IN WITNESS WHEREOF**, the parties have executed this agreement on the day and year first above written.

Psychological Resources  
Support Services, Inc.

Attest:



By:

  
Its: Operations Manager

**CITY OF HUNTSVILLE**  
a municipal corporation  
in the State of Alabama

Attest:

\_\_\_\_\_  
Shaundrika Edwards  
Its: City Clerk

By:

\_\_\_\_\_  
Tommy Battle  
Its: Mayor