



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 5/25/2023

**File ID:** TMP-2971

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**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Simtech Solutions, Inc. for software and services to support homeless outreach activities.

Resolution No.

**Finance Information:**

**Account Number:** 515520

**City Cost Amount:** \$ 8,100.00

**Total Cost:** \$ 8,100.00

**Special Circumstances:**

**Grant Funded:** \$ 0

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:** NA

**District:** District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

**Additional Comments:** Agreement with Simtech Solutions, Inc. for homeless outreach software to be utilized by the Community Development, Huntsville Police Department and First Stop.

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

**WHEREAS**, the City of Huntsville Community Development Department has identified a need and wishes to implement a new software program to better facilitate its Continuum of Care (CoC) and community duties and;

**WHEREAS**, the City of Huntsville solicited proposals, and product demonstrations from various software companies and;

**WHEREAS**, Simtech Solutions, Inc. has shown a desire to partner with the City of Huntsville in facilitating the implementation, training, and maintenance of Community Development's outreach software program.

**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 agreement with Simtech Solutions, Inc. said agreement being substantially similar in words and figures to that document identified as "Simtech Solutions, Inc.: Professional Services & Tools to Support the Homeless Outreach Activities" consisting of six (6) pages, with the signature of the Council President or President Pro Tem, and the date May 25, 2023 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 25th day of May, 2023.

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

**APPROVED** this the 25th day of May, 2023.

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Mayor of The City of Huntsville,  
Alabama

AGREEMENT dated as of May 25, 2023 between City of Huntsville, Alabama (hereinafter "Client"), located at P.O. Box 308, Huntsville, AL 35804-0308 and Simtech Solutions Inc., located at 575 Washington St. Canton, MA 02021.

## *1.0 TOOLS TO BE PROVIDED*

1.1 Subject to the terms and provisions of this agreement (the "Agreement"), Simtech Solutions Incorporated shall provide the Client with access to the Show The Way mobile app, and our support services, to help improve the coordination of street outreach providers as they seek to engage and assist people experiencing homelessness. The functionality within Show The Way will continue to evolve based on feedback received from the Client and others that are using this technology. The current suite of features that shall be made available to the Client includes the following:

- Case Management functionality to capture identifying information about a person and help address their short-term needs while moving the client toward the long-term goal of stable housing.
- Regional Command Center access for regional administrators to support the centralized oversight and management of street outreach providers utilizing the Show The Way app.
- Encampment Management tools to track the locations of encampments, manage the status of the encampment, and produce a by-name list of the occupants within the encampment. Outreach staff can capture pictures of the encampment and enter details to help providers support the people residing within them.
- Community Resource Directory access from within the Show The Way app as well as data management tools within the Regional Command Center to maintain the information found within the directory.

Regional Command Center access will also be provided as a tool to support planning activities, monitor the work of staff utilizing the Show The Way app, and quantify the efforts of the outreach team(s). Key features include:

- Collect and display survey data submitted from the Show The Way mobile app in real time. This provides Administrators with the ability to review the quality of incoming data and respond to issues as needed.
- Ability to integrate data provided in the HUD Comma Separated Values (CSV) format from the Client's Homeless Management Information System (HMIS) to populate the Community Resource Directory.
- Tools for Regional Administrators to make edits to the incoming data as necessary.
- Ability to view incoming survey data and to sort and filter the data using either the map-based or list view interface.
- Data export in Comma Separated Values (CSV) format.
- Incorporation of shape files to denote the geographic boundaries of the region and to display results by city, county, census tract, or zip code.
- Ability to manage Outreach teams, including the ability to define team members and geographic coverage areas.

1.2 The Client has the ability to select the type of user accounts to be made available and the number of user accounts to be associated with each for both the Show The Way mobile application and

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President of the City Council of the City of  
Huntsville, Alabama  
Date: May 25, 2023



the Regional Command Center. The description of the account types is below and the pricing for each is detailed in section 4.1.

The Show The Way mobile application has multiple user roles with differing levels of access for submitting, retrieving, and editing client information. While it is to be understood that the naming of these roles, and the business rules to define access rights and functionality may be refined with the support and guidance of the Client, the current definitions of these roles are as follows:

*Administrator:* Users who are designated as Administrators shall have the ability to provide ongoing oversight of the activities conducted by users of the Show The Way application. Current Administrator functionality includes the ability to manage user accounts and the associated data gathered by the Client's Show The Way users. If the Public Official or General Public roles are included in Section 4.1 the Administrator will also have the ability to assign Request for Assistance tickets to Outreach Staff. Administrators are also able to view and maintain information made available within the Community Resource Directory.

*Outreach Staff:* Users with this level of access have full access within the Show The Way application to enter and view information about clients and camps, and to create "Request for Assistance" tickets to seek help from other Outreach Staff. If the Public Official role is utilized the Outreach Staff will also be able to receive and respond to "Request for Assistance" tickets.

*Public Officials:* Users with this level of access such as park rangers, librarians, and sheriffs are often the first point of contact for a person experiencing homelessness in need of assistance. GPS-enabled surveying tools will enable public officials to simply create a "Request for Assistance" ticket which is sent to the Regional Command Center where it can subsequently be reassigned to the appropriate outreach staff. Users will have access to the basic client information needed to identify the record to which a ticket should be assigned. If a person cannot be engaged the Public Official can also create a ticket without having access to personally identifiable information.

*General Public:* Users with this level of access will be able to create a "Request for Assistance" ticket indicating contact with a person believed to be experiencing homelessness for which assistance may be needed. Users are also able to enter information about a camp's location and the approximate number of people within it. If selected in Section 4.1, this one-way post of information will enable an unlimited number of users within the Client's Continuum of Care region to share information about people or encampments the user encounters. No personally identifiable information (PII) will be accessible.

## 2.0 PROFESSIONAL SERVICES TO BE PERFORMED

2.1 Subject to the terms and provisions of this agreement (the "Agreement"), Simtech Solutions Incorporated agrees to provide the Client with ongoing technical consulting services in support of the Client's outreach activities.

- Virtual help desk support to address technical issues and respond to questions from the designated Technical Lead on the use of either the Show The Way application or the



Regional Command Center. The virtual help desk shall be available at all hours to allow users to submit help tickets. The virtual help desk shall be monitored by Simtech Solutions staff Monday to Friday from 8:30 AM to 8:30 PM EST, excluding holidays.

- Upon request, the Client will be provided up to one hour of virtual training to outreach staff and administrators for every three (3) month period of service. This time may also be used to gather input from the Client staff to help improve upon the offering in order to increase our collective impact.

2.2 This agreement includes the option to incorporate *Facial Recognition Capabilities*, currently supported through the Amazon Rekognition Web Service, to support the unique identification of a client. By selecting this option, the provider hereby agrees that it shall obtain any necessary permissions to capture and store photographic images and accepts the risks and known limitations of utilizing this evolving technology.

2.3 This agreement includes the option for *Customized Surveys* found within the Show The Way app by adding or revising up to twenty (20) questions. The results will be gathered in the Regional Command Center and be available for export in a CSV data file. The questions to be added can have any type of response type including text, number, date, drop-down, radio button, or check box.

### 3.0 CONTRACT TERM

3.1 The rights and obligations of both parties pursuant to the within agreement shall commence as of the date of this agreement and shall continue for a minimum period of three (3) months and shall renew on a month-to-month basis after the conclusion of this initial contract period. ***After the initial contract period, either party may terminate this agreement through the provision of a thirty (30) day written notice to cancel provided to the other party.***

### 4.0 RATES, PAYMENT OF SERVICES

4.1 Simtech Solutions Incorporated will perform data management and hosting services as outlined in Section 1.1, and provide professional services as outlined in Section 2.1, in exchange for the per-account pricing detailed below. See Section 1.2 for more details on each of these account types. Any additional accounts needed in the future can be added by the designated Administrator(s) at any time and shall be billed at the same pricing outlined below.

Account Type	Monthly Price / User	# of Accounts	Total Monthly Price
Administrator(s)	\$75	<u>2</u>	<u>150</u>
Outreach Staff	\$75	<u>4</u>	<u>300</u>
Public Official(s)	\$75	<u>3</u>	<u>225</u>
Total		<u>9</u>	<u>675</u>

Total Annual Cost \$8,100.00

## *Optional Features*

The Client has the option to include additional functionality and services within this agreement, as described in Sections 1.2, 2.2, and 2.4 in exchange for the monthly pricing specified below. Please initial next to the feature(s), if any, that are to be included.

<i>Optional Features and Services (Ongoing)</i>	<i>Monthly Charge</i>	<i>Initials</i>
Unlimited General Public User Licenses (see section 1.2)	\$ 2500	_____
Facial Recognition Services (see section 2.2)	\$ 250	_____

## *Optional Custom Questions (One-Time)*

The Client has the option to include additional functionality and services within this agreement, as described in Section 2.4 in exchange for the one-time pricing specified below. Please initial next to the feature if it is to be included.

	<i>One-Time Charge</i>	<i>Initials</i>
Custom Questions (see section 2.4)	\$ 1500	_____

- 4.2 Invoices shall be provided on a monthly basis and are due within thirty (30) days of receipt.
- 4.3 All work that is beyond the scope of this agreement, as defined in Section 2.0, shall be billed at a rate of \$150/hour plus any related travel costs (if needed). This includes any onsite support if that is desired. No additional time shall be billed to the Client without prior consent to perform the additional work.
- 4.4 Any travel expenses incurred to provide onsite consulting services requested by the Client shall be reimbursed by the Client. Travel time shall be billed at one-half of the hourly rate.
- 4.5 The Client shall be required to pay the monthly pricing per account, as described in Section 4.1, for any additional accounts created by the Administrator that exceed the number of accounts initially established within this agreement.

## *5.0 CONFIDENTIAL NATURE AND LIMITATION OF USE OF INFORMATION*

- 5.1 Should Client disclose to Simtech Solutions Incorporated or a Consultant of Simtech Solutions Inc., or should Simtech Solutions Incorporated or such Consultant learn of Confidential Information, Simtech Solutions Incorporated agrees that neither Simtech Solutions Incorporated nor its Consultant shall, at any time, during or after the period of this Agreement, disclose such information to any company, individual, or other agency or entity, nor use such confidential information for his or her own advantage other than in the performance of this or any subsequent similar agreement with Client.

The client agrees to allow Simtech Solutions Incorporated and its designee to use unidentified data for research purposes and to help improve our collective understanding of homelessness characteristics and trends.

- 5.2 Should Simtech Solutions Incorporated disclose to Client or a Consultant of Client, or should Client or such Consultant learn of Confidential Information, Client agrees that neither Client nor its Consultant shall, at any time, during or after the period of this Agreement, disclose such information to any company, individual, or other agency or entity, nor use such confidential information for his or her own advantage other than in the performance of this or any subsequent



similar agreement with Simtech Solutions Inc. All pricing information for this contract shall remain confidential and may not be shared, without written consent, with other agencies or entities.

## 6.0 CLIENT REPRESENTATIVE

- 6.1 \_\_\_\_\_ (herein “Technical Lead”) shall represent the Client during the performance of this contract with respect to the technical aspects relevant to the implementation of this contract as defined herein. The Technical Lead will also serve as the point person to triage any support requests and shall be provided with an Administrator account to help support ongoing administration. Please provide the email address for the Technical Lead:

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- 6.2 \_\_\_\_\_ (herein “Authorized Signatory”) has the authority, with respect to contracts and agreements that relate to functions and operations within the Client’s organization and has the ability to (a) approve and execute such contracts and agreements, and (b) to delegate approval and/or signatory authority to a subordinate officer or manager, with any appropriate dollar-value, timeframe, contract-specific, or other limitations he or she deems appropriate.

## 7.0 PROVISIONS TO MAINTAIN INDEPENDENT CONTRACTOR STATUS

- 7.1 Any services rendered hereunder by Simtech Solutions Inc. are to be in a capacity as an independent contractor only and no employment relationship of any kind is intended or to be implied either in fact or at law.

## 8.0 USE OF WORK PRODUCT

- 8.1 Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent rights with respect to all code developed in accordance with this Agreement and Client is hereby granted a non-exclusive license to use and employ the work product described in Section 1.0 for the duration of the contract term.

## 9.0 LIMITED LIABILITY

- 9.1 Simtech Solutions Inc. warrants to the Client that the material, analysis, data, programs and services to be delivered hereunder will be of good quality and performed by qualified personnel. Simtech Solutions Inc. makes no other warranties, express or implied, including without limitation warranty of fitness for a particular purpose or merchantability. In no event shall Simtech Solutions Inc. be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Simtech Solutions Inc. in advance or could have been reasonably foreseen by Simtech Solutions Inc. Deliverables are to be made in good faith to be developed according to the documentation provided for each.

In the event the within limitation of liability is held unenforceable for any reason, then the parties agree that by reason of the difficulty of foreseeing and computing potential damages that the Client shall receive from Simtech Solutions Inc. liquidated damages in the sum of One Hundred and 00/100 (\$100.00) Dollars.

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## 11.0 ASSIGNMENT

- 11.1 Either party may assign this Agreement to any affiliate or any purchaser or transferee of all or substantially all of Company's business upon mutual agreement and with at least thirty (30) days' notice. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

## 12.0 ROLES AND RESPONSIBILITIES

- 12.1 All data required to facilitate this work will be provided by the Client and Client will obtain all permissions necessary to share this data with Simtech Solutions Inc.

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.

Seller: Simtech Solutions Inc.  
Federal Tax ID # 04-350-6208

Client: City of Huntsville, Alabama

By: 

By: \_\_\_\_\_  
Authorized Signatory

Name: Matthew D. Simmonds

Name: Tommy Battle

Title: President

Title: Mayor

Date: April 26, 2023

Date: May 25, 2023