

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 2/28/2013

Action Requested By:
Public Transit

Agenda Item Type
Resolution

Subject Matter:

Resolution to enter into an Agreement with the Regional Planning Commission of Greater Birmingham for use of Ridematching software, access to Rideshare Database and Participation in Statewide Implementation of CommuteSmart Alabama Commuter Services Program.

Exact Wording for the Agenda:

Resolution to enter into an Agreement with the Regional Planning Commission of Greater Birmingham for use of Ridematching software.

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

Item to be considered for: Action

Unanimous Consent Required: No

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.

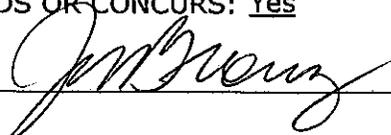
Resolution to enter into an Agreement with the Regional Planning Commission of Greater Birmingham for use of Ridematching software, access to Rideshare Database and Participation in Statewide Implementation of CommuteSmart Alabama Commuter Services Program. This program will allow citizens of Huntsville to find potential ridesharing matches throughout the state of Alabama.

Associated Cost: 2500.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____



Date: 1/15/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Public Transit Council Meeting Date: 2/28/2013

Department Contact: Kim Smith Phone # 256-427-6831

Contract or Agreement: Agreement with Regional Planning Commission of Greater Birmingham

Document Name: Memo of Agreement with RPCGB

City Obligation Amount: 2500.00

Total Project Budget: 2500.00

Uncommitted Account Balance: 0.00

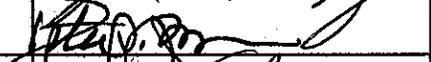
Account Number: 01-8700-0508-3400

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Select...	Grant Name:
	<u>AL-90-X217-XX</u>

Department	Signature	Date
1) Originating		<u>2-20-13</u>
2) Legal		<u>2-25-13</u>
3) Finance		<u>2/13</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into and Agreement by and between the City of Huntsville, a municipal corporation the state of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and the Regional Planning Commission of Greater Birmingham for use of Regional Ridematching Software," consisting of four (4) pages, and the date of February 28, 2013 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 staid document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 28th day of February, 2013.

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

APPROVED this the 28th day of February, 2013.

Mayor of the City of
Huntsville, Alabama

MEMORANDUM OF AGREEMENT
for
**USE OF REGIONAL RIDEMATCHING SOFTWARE,
ACCESS TO RIDESHARE DATABASE, and
PARTICIPATION IN STATEWIDE IMPLEMENTATION of
COMMUTESMART ALABAMA COMMUTER SERVICES PROGRAM**
between
REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM
and
CITY OF HUNTSVILLE

Program: CommuteSmart Commuter Services

February, 2013

THIS AGREEMENT is entered into between the Regional Planning Commission of Greater Birmingham (hereinafter referred to as RPCGB) and the City of Huntsville (hereinafter, "COH") for the purpose of establishing a formal relationship in the development and implementation of the CommuteSmart Alabama Commuter Services Program.

WHEREAS, the purpose of this agreement is to facilitate sharing and cooperative use of the RPCGB's rideshare matching software and database; and

WHEREAS, each of the Parties is concerned with the reduction of Vehicle Miles Traveled and congestion, primarily located within their respective geographic service area and;

WHEREAS, both Parties either have existing or intend to establish regional rideshare programs, and other information technology to accomplish those goals; and

WHEREAS, there is significant benefit to each of the Parties to coordinate commuter service efforts because of interregional travel, and

WHEREAS, both Parties desire to maximize transportation choices and service options to their respective constituencies; and

WHEREAS, there is mutual public benefit to each of the Parties in sharing technical resources related to rideshare matching software and customer data which will allow Parties to accomplish these tasks at lower cost; and

WHEREAS, there are administrative, financial, organizational and technical barriers which have prevented cooperative data development and sharing in the past, and

WHEREAS, the RPCBG shall retain full control of all licenses, spatial and geographic information, and customer data for the rideshare matching software, and provides mutual access to the software and the associated data to the COH under the conditions specified herein

NOW THEREFORE, the Parties agree to the following process and conditions for the development, use, and sharing of rideshare matching software and data as follows:

1. The RPCGB, under this agreement, will make available to the COH two (2) log-in name and password with administrative access for the COH's use of the RPCGB's rideshare matching software, and the associated rideshare database.
2. The RPCGB will provide for the initial spatial data or roadway maps to be used by the COH in the development of the COH's rideshare program.
3. The RPCGB, through its license agreement with the software vendor, will provide regular maintenance and upgrades to the software, as available.
4. The COH agrees to pay to the RPCBG, a total of \$12,500 over the next 5 years to assist with covering the user log-in identification, password for access to the ridematching software/database, and annual maintenance and hosting fees. Payment schedule to be followed will be:

Year 1 – FY2012-13	\$2,500
Year 2 – FY2013-14	\$2,500
Year 3 – FY2014-15	\$2,500
Year 4 – FY2015-16	\$2,500
Year 5 – FY2016-17	\$2,500
Total	\$12,500

5. These fees shall be paid over a period of 5 years beginning at the execution of this agreement. The total amount of the contract is due to RPCGB by September 30, 2017. The COH may also provide payment prior to the due date(s).
6. The RPCGB agrees to provide technical support, as resources allow, to the COH for the development of the COH's commuter services program.
7. The COH agrees to participate in the development of the CommuteSmart Alabama Commuter Services program by minimally developing a regional rideshare program.
8. The COH agrees to hold in confidence, user log-in identification names and passwords that provide direct access to the software and the associated customer database, restricting access to these only to COH employees working directly with the COH's rideshare program.
9. No Party shall use any detailed rideshare customer information contained within the rideshare database for any commercial, for-profit activity or product other than as part of the program referenced above and is obtained under this Agreement. Information included in this agreement consists of, but is not limited to:
 - Names
 - Home and work addresses
 - Home and mobile phone numbers
 - Email addresses, and
 - Employer names
10. RPCGB agrees to design and construct a "cover" website for this project along with a portal to the COH's rideshare program's website. RPCGB further agrees to maintain the website, adding information to it as required by the COH in order to better direct customers to the COH rideshare website. The COH rideshare website will be developed and made available to the public within 60 days of COH providing RPCGB with the appropriate web content.

11. The parties to this agreement shall use the customer data from other parties participating in the CommuteSmart Alabama program solely for the purpose of coordinating interregional rideshare solutions. No provision of the agreement shall limit the application of the Public Records Act (or, in the case of Federal Parties, the Freedom of Information Act) to the parties to this Agreement.
12. Each party to this agreement shall accept customer data from all other parties "as is." In addition, each party to this agreement shall hold harmless every other party.
13. The COH shall obtain concurrence from the RPCGB to provide any customer data to third parties, and require any third party users of these data to agree in writing to the provisions identified herein and also to hold harmless all parties to this agreement.
14. The parties to this agreement represent that the geographic and customer datasets are complex and time sensitive and that they may contain some nonconformities, defects, or errors. The spatial data represent the best available information. The parties to this agreement do not warrant that the data will meet users' needs or expectations, or that all nonconformities, defects or errors can or will be corrected.
15. Any authorized use of information derived or generated from data provided pursuant to this Agreement in any product shall acknowledge the appropriate party to this agreement as the source, and include any qualifications deemed appropriate given the specific data quality and application of the derived information.
16. This Agreement is an integrated Agreement and supercedes all prior negotiations, representations or agreements, written or oral, between the Parties concerning the development, usage, and sharing of the rideshare software and associated data.
17. Any amendments to this Agreement must be in writing, signed by all Parties involved.
18. This Agreement shall become effective upon its signature by all Parties involved and shall continue indefinitely.
19. Any Party may cancel this Agreement at any time, with or without cause upon written notification to the all Parties involved. In the event that this agreement is canceled, the COH will be refunded the prorated balance of the annual maintenance fee for the current year. Such refund will be paid to the COH within 60 days of the agreement's termination.

IN WITNESS WHEREOF, RPCGB and Contractor have signed this Agreement as of the date and year first above written.

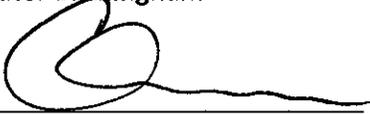
FOR: City of Huntsville, Alabama,
Municipal Corporation

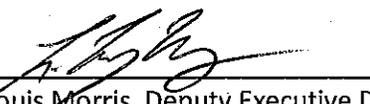
BY: _____
Tommy Battle, Mayor

ATTEST: _____
Charles Hagood, City Clerk Treasurer

DATE: _____

FOR: Regional Planning Commission of
Greater Birmingham

BY: 
Charles Ball, Executive Director

ATTEST: 
Louis Morris, Deputy Executive Director

DATE: 11 Feb 13