

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Public Transit Council Meeting Date: 8/22/2013

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

Contract or Agreement: Agreement with RouteMatch Software Inc.

Document Name: Agreement with RouteMatch Software Inc.

City Obligation Amount: 25,955

Total Project Budget: 25,955

Uncommitted Account Balance:

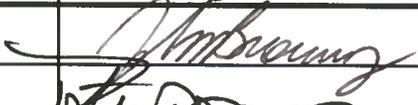
Account Number: 01-8700-0806-3400

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Federal Transit	Grant Name:
	<u>Section 5307 Operating and Capital Grant</u>

Department	Signature	Date
1) Originating		<u>8-14-13</u>
2) Legal		<u>8-19-13</u>
3) Finance 		<u>8/20</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 8/22/2013

Action Requested By:
Public Transit

Agenda Item Type
Resolution

Subject Matter:

Resolution requesting modification to an agreement dated 06/28/2007 with RouteMatch

Exact Wording for the Agenda:

Resolution requesting modification #1 to agreement with RouteMatch dated 06/28/2007 for Mobile Tablet Application provisions.

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.

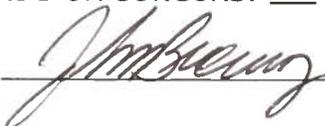
This resolution requests a modification to existing agreement with RouteMatch for a mobile tablet application provision.

Associated Cost: 25,955

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____



Date: _____

8-14-13

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 effectuate all terms of an agreement modification, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama (herein, the "City"), by and between The City of Huntsville and RouteMatch Software Inc., 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 RouteMatch Software Inc., consisting of 3 pages and the date of August 22, 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 said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2013.

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

APPROVED this the _____ day of _____, 2013.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

**Modification No. 1 to the Agreement
Between the City of Huntsville, Alabama
and Routematch Software, Inc., as adopted
by Resolution No. 07-664 of the City Council
of the City of Huntsville on June 28, 2007**

**MODIFICATION NO. 1 TO THE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND
ROUTEMATCH SOFTWARE, INC. DATED JUNE 28, 2007**

THIS MODIFICATION No. 1 IS MADE TO THE AGREEMENT entitled “Agreement Between the City of Huntsville and RouteMatch Software, Inc. for the Provision and Implementation of a Public Intelligent Transportation System” (the “Agreement”) as referenced above and is entered into on this the 22nd day of August, 2013, by and between the City of Huntsville, Alabama (City) and RouteMatch Software, Inc. (RouteMatch).

WITNESSETH

WHEREAS, the City and RouteMatch entered into the above-referenced agreement for the implementation and maintenance of a public intelligent transportation system; and

WHEREAS, the said Agreement provides for RouteMatch to provide continuing support for the intelligent transportation system; and

WHEREAS, the said agreement was adopted and approved by the City Council of the City of Huntsville by Resolution No. 07-664; and

WHEREAS, the parties desire to amend the said agreement to include the provision of the RouteMatch Mobile tablet application (“RouteMatch Mobile”) to the City; and

WHEREAS, the parties further desire to amend the Agreement to define and limit the term;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. The City agrees to purchase and RouteMatch agrees to sell forty-five (45) perpetual licenses for the RouteMatch Mobile Tablet application and an upgrade of the City's existing RMGate software to version 6.0. The scope of the licenses shall be as set forth in Section 1.2 of the Agreement.

2. The City agrees to pay RouteMatch the sum of Twenty-five Thousand Nine Hundred Fifty-Five Dollars (\$25,955.00) as consideration for the licenses specified in Section 1 herein, support and related services. This amount shall be in addition to the amount set forth in Section 1.1 of the Agreement. RouteMatch shall initially install the software described herein on five tablet units to be purchased from a third party by the City, installed by the City or a third party installer (except as specified in Section 3 herein), and supported by cellular data purchased by the City from a third party cellular provider (the "Tablets"). If the City, in its sole discretion, determines that the RouteMatch Mobile tablet application does not meet its needs, then it shall so inform RouteMatch in writing and RouteMatch will remit to the City within thirty days of receiving the written notice the sum of Fifteen Thousand Nine Hundred and Sixty Dollars (\$15,960.00) representing the cost of the forty RouteMatch Mobile licenses not used by the City.

3. The City will ship one Tablet to RouteMatch's facility at 1201 West Peachtree Street, Suite 3300, Atlanta, GA 30309 for the installation of the RouteMatch Mobile application on the Tablet. The Tablets will be as specified in RouteMatch's proposal dated June 13, 2013, attached hereto as Exhibit "A" and incorporated herein by reference. RouteMatch shall install the RouteMatch Mobile application on the Tablet that the City ships to RouteMatch's Atlanta facility and ship the Tablet to the City within ten (10) days of receiving the Tablet. After the City receives the Tablet with the above-described software installed, RouteMatch will provide education and training for one driver on the use of the RouteMatch Mobile application. Upon completion of the education and training phase, the City shall notify RouteMatch whether or not it accepts the RouteMatch Mobile application. If so, the date of such notification shall be the Acceptance Date.

4. Upon completion of the education and training described in Section 3 herein, RouteMatch shall remotely install RouteMatch Mobile on four additional Tablet units via web portal. If the City desires to install the remaining forty Tablet units, it shall so notify RouteMatch, which shall then remotely install the RouteMatch Mobile application on forty additional Tablet units via web portal.

5. RouteMatch shall provide customer support services for all Tablets on which RouteMatch Mobile is installed for a period of one year from the acceptance date. The services shall be as described in Section 1.5 of the original Agreement. The City may thereafter extend the support services for such Tablets on a yearly renewal basis for five additional renewal

periods for an annual fee of \$3,591.00. This term shall be independent of the term for customer service specified in Section 1.1(b)(3) of the Agreement. If the City extends the service

6. In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this agreement, the following shall control. Interpretations shall be based upon the following order of precedence: 1) this Modification No. 1; 2) Agreement Between the City of Huntsville, Alabama and RouteMatch Software, Inc., as adopted by Resolution No. 07-664 of the City Council of the City of Huntsville on June 28, 2009; and 3) RouteMatch's proposal dated June 13, 2013, attached hereto as Exhibit "A". Except as expressly modified herein, all terms, conditions, rights, and obligations under the Agreement remain in full force and effect.

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

ROUTEMATCH SOFTWARE, INC.

Attest:

By : _____

Its: _____

CITY OF HUNTSVILLE

a municipal corporation
in the State of Alabama

Attest:

Charles E. Hagood

By: _____

Tommy Battle

Its: Clerk-Treasurer

Its: Mayor