ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Public Transit** Council Meeting Date: **9/10/2015**

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

Contract or Agreement: **Agreement with UAH**

Document Name: **Agreement with UAH**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

Account Number: **01-8700-3098-3435**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Federal Transit	**Grant Name:** Section 5307 Operating and Capital Grant

Department	Signature	Date
1) Originating		9-4-15
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Sep 10, 2015

Action Requested By: Public Transit

Agenda Type: Resolution

Subject Matter:

Resolution to enter into a contract with UAH in order to operate a campus shuttle circulator.

Exact Wording for the Agenda:

Resolution to enter into a contract with UAH in order to operate a campus shuttle circulator.

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 authorizes the City to enter into a contract in order to operate a campus shuttle circulator that runs between the UAH campus and area stores restaurants.

Associated Cost: 0

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: JMBrewer

Date: Sep 4, 2015

RESOLUTION NO. 15 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is herby authorized to enter into and effectuate all terms of an agreement, 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 The Board of Trustees of the University of Alabama"**, a public educational and constitutional instrumentality of the State of Alabama, incorporated by statute, for and on behalf of The University of Alabama in Huntsville (herein, the "University") 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 Board of Trustees of the University of Alabama"**, consisting of 7 pages and the date of _____, 2015, 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 _____, 2015.

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

APPROVED this the _____ day of _____, 2015.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT WITH THE CITY OF HUNTSVILLE, DEPARTMENT OF PARKING & PUBLIC TRANSIT AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, dated _____,2015.

The City of Huntsville, through the Department of Parking & Public Transit, hereinafter called "Public Transit," and The Board of Trustees of The University of Alabama, hereinafter called "the University" desire to enter into a cooperative service agreement for the provision of expanded fixed route "Shuttle" service, provided to the citizens of the City of Huntsville through the Department of Parking & Public Transit.

WHEREAS, the **University** wishes for the **City** to operate one shuttle circulator service route (s) to provide transportation between the University's five on-campus residence halls (Charger Village, Southeast Campus Housing, Central Campus Residence Hall, Frank Franz Resident Hall, and North Campus Resident Hall) and the Super Wal-Mart at 6140A University Drive, the entrance to the Target Shopping Center on Enterprise Way, the Bridge Street Towne Center at the P.F. Chang restaurant off of Old Madison Pike; and

WHEREAS, the **City** operates various passenger shuttle service routes within the City of Huntsville and believes it desirable to operate the routes as described in the preceding paragraph; and

WHEREAS, the **University and City** wish to establish the terms and conditions under which **University** students will be permitted to use the above referenced passenger shuttle service;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and other good and sufficient consideration, it is agreed by and between the parties as follows:

1. City's Obligations.

a. Any person who displays to the driver of the routes identified in Exhibit "B" attached hereto a current student identification card (copy attached hereto at Exhibit "A") issued by the **University** which bears the picture of that student will be allowed to use the passenger shuttle service provided under this Agreement at no cost to the student for boarding said Shuttle during the hours set forth in this Agreement. It is understood and agreed that this shuttle

_____ _____

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

service route is open and available to all members of the public and is not for the exclusive use of University students.

b. The **City** agrees to provide passenger shuttle service as provided herein each Friday in accordance with the Shuttle Schedule at Exhibit "B" which is attached hereto and hereby incorporated by reference and made a part of this Agreement.

c. The **City** will provide passenger shuttle service under this Agreement with 26-passenger shuttle vehicle (s) that is ADA accessible.

d. All drivers provided by **City** shall be properly trained and licensed in accordance with Federal Transit Administration (FTA), City and State regulations.

e. All vehicles will be maintained in good repair and all safety, security and maintenance required by Federal Transit Administration (FTA) regulations will be upheld.

2. **Term and Termination**. The term of this Agreement shall be from October 1, 2015 through September 30, 2016. Either party may terminate this agreement, with or without cause, upon thirty days written notice to the other party.

3. **Compensation By University**. University shall pay City $12,740 annually in monthly installments of $1,061.67. This fee shall be payable by the 10th day of each month to the City of Huntsville, Department of Parking & Public Transit, 500 B Church Street, Huntsville, AL 35801, Attn: Kim Smith. The contract amount shall compensate the **City** for fixed route circulators in accordance with the Shuttle Schedule Routes and Calendar at Exhibit "B" which is attached hereto and hereby incorporated by reference and made a part of this Agreement and for administrative costs related to operation the routes.

4. **Independent City Relationship**. The relationship of **City** to the **University** is and shall be that of an independent **City** in all respects under this Agreement, and nothing herein shall be construed as creating any other relationship.

5. **Nondiscrimination**. The **City** agrees that it shall not, with respect to any activity carried out on the premises of the **University** or relating in any way to this Agreement, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, protected veteran status, genetic information, age, or disability. The equal opportunity clauses required under Executive Order 11246 and

regulations issued thereunder are made a part of this Agreement by reference.

6. **Conduct on Premises.**

a. The **City** shall be responsible for injury to persons or property located on the University premises caused by the negligence of City's employees or agents and arising while operating the shuttle route described herein. The **City** shall promptly repair any damage that it, or its employees or agents, may cause to the University's premises or equipment while performing the obligations of this Agreement. Should the City fail to do so after written request and reasonable time to effectuate any such repairs, the **University** may repair such damage and the **City** shall reimburse the **University** for any reasonable costs of repair. However, the liability of **City** pursuant to Section 6(a) of this Agreement shall not exceed the statutory limits established by the Code of Alabama, § 11-93-2.

b. The **City** agrees that, in the event of an accident of any kind on the **University's** premises involving any of its employees or agents, the **City** will immediately notify the **University's** Dean of Students and thereafter furnish a full written report of such accident.

7. **Insurance.** The **City** shall maintain in force at all times during the term of this Contract, either through a program of self-insurance or through a policy with a responsible insurance carrier that coverage with those limits set out below:

a. $100,000.00 for bodily injury or death for one person in any single occurrence, limited to $300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence.

b. $100,000.00 for damage or loss of property arising out of any single occurrence.

8. **Notices.** All notices or other communications required or permitted under this Agreement shall be deemed given when (a) delivered to an officer or designated representative of the parties to whom the notice or other communication is directed at the address for such party as set out below, (b) mailed by certified mail, first class postage pre-paid, addressed as set out below, or (c) by facsimile transmission followed by confirmation by mail as follows:

If to the **University**, then as follows:

Thomas J. Brecciaroli
Interim Dean of Students
CGU 223
Huntsville, AL 35899
Voice: 256-824-6700/6235
FAX: 256-824-6829

If to **City**, then as follows:

Ms. Kim Smith
500 B Church Street
Huntsville, AL 35801
Voice: (256) 427-6831
Fax: (256) 427-6869

Either party may, by notice given hereunder, designate any further or different address or addresses to which subsequent notices or other communications shall be sent.

9. **Governing Law**. This Agreement, and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of Alabama.

10. **Entire Agreement**. This Agreement states the entire contract between the parties and merges herewith all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no effect. No representations or promises not expressly stated herein have been used to induce any party to enter into this Agreement.

11. **Modifications**. Any changes, modifications, or amendments to this Agreement must be reduced to and approved in writing by both parties.

In witness whereof, the parties have entered into and approved this agreement on the _____ day of _____, **2015.**

City of Huntsville, Alabama
Municipal Corporation

BY: _____
Tommy Battle, Mayor

ATTEST:

_____
Charles Hagood, City Clerk Treasury

The Board of Trustees of the University of Alabama, for and on Behalf of the University of Alabama in Huntsville

BY: _____
Dr. Christine Curtis,
Provost/Executive Vice President, Academic Affairs

DATE: _____

ATTEST:

_____

Exhibit "A"

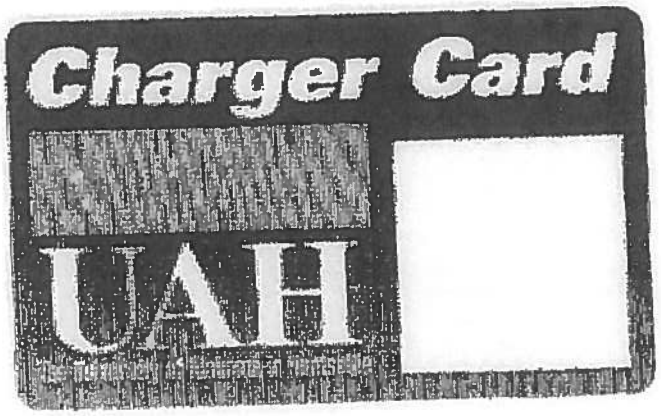

Exhibit "B"

UAH CAMPUS SHUTTLE STOPS & SCHEDULE
Effective October 1, 2015 THRU September 30, 2016

The Campus Shuttle will run every Friday at all of the times listed below, except for the following official holiday(s):

Friday, November 27, 2015
Friday, December 25, 2015
Friday, January 01, 2016

UAH Friday Evening Route begins at 5:00 p.m. and ends at 10:15 p.m.
All times are approximate. The vehicle will not depart PRIOR to the time listed below.

CV (Charger Village)	SECH (SE Campus Housing)	CCRH (Central Housing)	FFRH (Frank Franz Hall)	NCRH (North Housing)	Walmart (Wayne Circle)	Target (Enterprise Way Entrance)	Bridge Street (Shelter Governor West)
Depart: 5:00 p.m.	Depart: 5:03	Depart: 5:04	Depart: 5:06	Depart: 5:10	Depart: 5:15	Depart: 5:20	Depart: 5:25
Depart: 5:45 p.m.	Depart: 5:48	Depart: 5:49	Depart: 5:51	Depart: 5:55	Depart: 6:00	Depart: 6:05	Depart: 6:10
Depart: 6:30 p.m.	Depart: 6:33	Depart: 6:34	Depart: 6:36	Depart: 6:40	Depart: 6:45	Depart: 6:50	Depart: 7:00
Depart: 7:15 p.m.	Depart: 7:18	Depart: 7:19	Depart: 7:21	Depart: 7:25	Depart: 7:30	Depart: 7:35	Depart: 7:40
Depart: 8:00 p.m.	Depart: 7:03	Depart: 8:04	Depart: 8:06	Depart: 8:10	Depart: 8:15	Depart: 8:20	Depart: 8:25
Depart: 8:45 p.m.	Depart: 8:48	Depart: 8:49	Depart: 8:51	Depart: 8:55	Depart: 9:00	Depart: 9:05	Depart: 9:10
Depart: 9:30 p.m.	Depart: 9:33	Depart: 9:34	Depart: 9:36	Depart: 9:40	Depart: 9:45	Depart: 9:50	Depart: 10:00
Arrive: 10:15 p.m.							