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 City of Madison**

Document Name: **Agreement with City of Madison**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

Account Number: **01-8700-3098-3495**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

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

Department	Signature	Date
1) Originating	[signature]	9-3-15
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 the City of Madison to provide them with dispatching and scheduling services.

Exact Wording for the Agenda:

Resolution to enter into a contract to provide para-transit dispatching and scheduling services for the City of Madison.

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.

Associated Cost: 0

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: 9-3-15

RESOLUTION NO. 15-____

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 City of Madison** for Dispatching Services of Para Transit Vehicles," consisting of four (4) 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 staid 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

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is made the _____ day of _____ , 2015, between the **CITY OF HUNTSVILLE, ALABAMA,** a municipal corporation (hereinafter "Huntsville"), and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter "Madison").

WITNESSETH:

WHEREAS, it serves the public interest of the City of Madison, Alabama, to provide public transportation services to its handicapped and disabled citizens; and

WHEREAS, scheduling and dispatch services are necessary components of such a public transportation system; and

WHEREAS, Huntsville is capable and willing to provide to Madison such necessary scheduling and dispatch services as defined herein;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. Huntsville shall provide to Madison basic bus scheduling and dispatch services for up to three (3) vehicles operated by Madison for the transportation of Madison citizens who are deemed eligible for such service through an eligibility determination process adopted and administered by Madison. Huntsville shall have no responsibility for eligibility determination, the vehicles, or the routes selected by Madison. This scheduling and dispatch service will occur at a call center that will be made accessible to Madison residents. Call center personnel will assist with trip planning, scheduling, return trip requests, and other questions. Dispatchers will provide a central point of contact for driver questions, problems, and on board emergencies. They will also dispatch the most appropriate vehicle to provide the transportation service requested. Daily passenger manifests, customer specific instructions, and appointment schedules will be transmitted to Madison vehicles electronically and Madison drivers will have access to driving instructions and way-finding assistance as needed as they work through their schedules.

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

_____
Date

2. Huntsville will also report to Madison quarterly the numbers of trips provided by Madison vehicles as well as additional statistical information reasonably deemed necessary by Madison, including, but not limited to, information regarding miles traveled, passenger service miles, and average trip length.

3. Madison agrees to reimburse Huntsville for the yearly cost of the support and maintenance fees according to the most recent annual contract with RouteMatch, Resolution # 14-304. The contracted cost of annual support and maintenance for FY 2016 is one thousand five hundred fourteen dollars and eighteen cents ($1,514.18) per vehicle. Madison also agrees to pay nine hundred and seventy-five dollars ($975.00) for any new vehicle licenses, beyond what is specifically identified under Section 1. Additionally, for the scheduling and dispatching services to be provided by Huntsville, Madison agrees to pay the annual sum of twenty-five thousand dollars ($25,000.00) for FY 2016. Equal payments shall be made to Huntsville on a quarterly basis for the term beginning October 1, 2015, and ending September 30, 2016.

4. This Agreement shall terminate at 11:59 pm on September 30, 2016, unless sooner terminated for cause by either party upon the provision of thirty (30) days' notice to the other party.

5. It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the employees or other agents of each of the parties shall not be or be deemed to be employees or agents of the other party.

6. Nothing contained herein shall make either party liable for any act or omission committed by any employee or agent of the other party. Further, neither party shall be liable for any death or injury resulting to the other party's employees or agents which occurs during the course of carrying out the terms of this Agreement. In no event shall either party be responsible to the other party for any services or compensation other than the ones defined within this contract.

7. Huntsville shall provide the necessary equipment for automated dispatching through its Route Match System to include automated vehicle location and mobile data terminals which shall be installed by Madison on City of Madison-supplied vehicles. Madison shall use Huntsville's existing installation contractor for the installation of the equipment in order to assure compatibility with Huntsville's systems. Huntsville shall assure delivery of the necessary equipment to Huntsville's installation contractor. Madison shall be responsible for the payment of all costs associated with the installation of the equipment on the vehicles. At the end of the Agreement, Madison shall pay Huntsville's installation contractor to remove the equipment leased and return it to Huntsville. Madison shall be responsible for any damage to the equipment other than normal wear and tear.

8. Neither party to this Agreement shall transfer or assign this Agreement or any of the rights or privileges granted herein.

9. This Agreement is subject to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first written above as the duly authorized acts of their respective entities.

CITY OF MADISON, ALABAMA,
a municipal corporation

By: _____
Troy Trulock, Mayor

ATTEST:

_____
Melanie A. Willard, City Clerk-Treasurer

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Troy Trulock and Melanie A. Williard, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents, they, as such officers and with full authority, executed same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this 2 day of September, 2015.

_____
Notary Public
My commission expires:_____

NOTARY PUBLIC
KRISTEN N. BRUSETH
ALABAMA, STATE AT LARGE
My Commission Expires October 5, 2015

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

_____
Chuck Hagood, City Clerk-Treasurer

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Tommy Battle and Chuck Hagood, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Huntsville, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents, they, as such officers and with full authority, executed same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of _____, 2015.

_____
Notary Public
My commission expires:_____