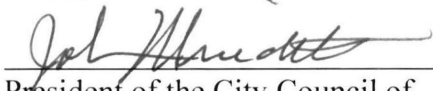


RESOLUTION NO. 25-780

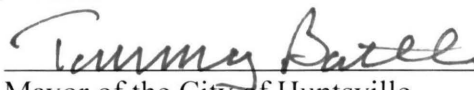
BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville, a municipal corporation in the state of Alabama, and the City of Madison, which said agreement is substantially in words and figures to that certain document attached hereto and identified as "Agreement between the City of Huntsville, and the City of Madison for Dispatching Services of Paratransit Vehicles," consisting of four (4) pages, and the date of September 25, 2025, appearing in 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 the said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.



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

APPROVED this the 25th day of September 2025.



Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT is effective the 1st day of October 2025, 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 four (4) 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 onboard 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 provided through the scheduling software accessed on their on-board tablet.



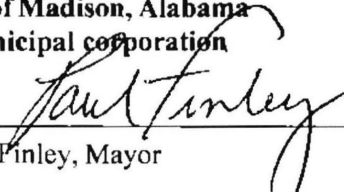
President of the City Council of the City of
Huntsville, Alabama
Date: September 25, 2025

2. Huntsville will also report to Madison monthly 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 monthly cost of the support and maintenance fees according to the most recent annual contract with Routematch, as amended. The contracted cost of annual support and maintenance for FY 2026 is seven thousand, three hundred and eighty-seven dollars and twenty-eight cents (\$7,387.28), which is one hundred, fifty-three dollars, and ninety cents (\$153.90) per vehicle per month. Additionally, for the scheduling and dispatching services to be provided by Huntsville, Madison agrees to pay the annual amount of twenty-three thousand dollars (\$23,000), which is the monthly sum of one thousand, nine hundred and sixteen dollars and sixty-seven cents (\$1,916.67) for FY 2026. Payments shall be made to the City of Huntsville monthly beginning October 1, 2025.
4. This Agreement shall automatically renew each month after October 1, 2025, unless terminated by either party upon the provision of thirty days (30) days' notice to the other party; up to 1 year. Future years, starting October 1, 2026, shall be re-negotiated by parties based on Huntsville's most recent costs.
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. The City of Madison is responsible for outfitting their vehicles with the necessary equipment for automated dispatching through the City of Huntsville's Routematch System to include, but not limited to, automated vehicle location and mobile data terminals. Madison shall use Huntsville's existing installation contractor for the installation of the equipment in order to assure compatibility with Huntsville's systems. Madison shall assure delivery of the necessary equipment to Huntsville's installation contractor. 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.

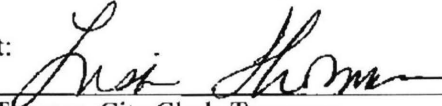
IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first written above as the duly authorized acts of their respective entities.

City of Madison, Alabama
a municipal corporation



Paul Finley, Mayor

Attest:



Lisa Thomas, 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 Paul Finley and Lisa Thomas, 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 23rd day of September, 2025.



Notary Public
My Commission Expires: 01/30/2028



**CITY OF HUNTSVILLE, ALABAMA,
a municipal Corporation**

By: Tommy Battle
Tommy Battle, Mayor

ATTEST:

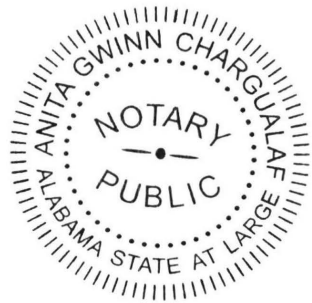
S. Edwards
Shaundrika Edwards, City Clerk

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 Shaundrika Edwards, whose names as Mayor and City Clerk, 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 25th day of September 2025.



Anita Gwinn Chagualaf
Notary Public
My Commission expires: July 16, 2028



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025

File ID: 2025-902

Department: Public Transit

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter in an Agreement between the City of Huntsville and the City of Madison for Dispatching Services of Paratransit Vehicles.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 District 2 District 3 District 4 District 5

Additional Comments: