

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT is effective the 1st day of October 2024, 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 as needed as the through their schedules.
-

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 on a month-by-month basis for the cost of the support and maintenance fees according to the most recent annual contract with Routematch. Equal payments shall be made to Huntsville on a monthly basis for the term beginning October 1, 2024, and continuing on a month-by-month basis.
4. This Agreement shall automatically renew each month after October 1, 2024, unless terminated by either party upon the provision of thirty days (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. 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 _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

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

By: _____
Tommy Battle, Mayor

ATTEST:

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 ____ day of _____ 2024.

Notary Public
My Commission expires: _____