Meeting Type: City Council Regular Meeting **Meeting Date:** 2/26/2026   **File ID:** TMP-6541

Department: Public Transit

Subject: **Type of Action:** Approval/Action

A resolution authorizing the Mayor to enter into and effectuate all terms of an agreement between the City of Huntsville and Routematch Software, Inc.

Resolution No.

Finance Information:

Account Number: 2000-54-54D10-515370-PT503990 and 2000-54-54M10-515370-PT503990
City Cost Amount: $20,412.50
Total Cost: $20,412.50
Special Circumstances:

Grant Funded: $20,412.50
Grant Title - CFDA or granting Agency: 5307 Capital & Operating
Resolution #: N/A

Location: (list below)

Address: 500 B Church St. NW 35801
District: District 1 ☐   District 2 ☐   District 3 ☐   District 4 ☐   District 5 ☐

Additional Comments:

RESOLUTION NO. 26-____

BE IT RESOLVED BY THE City Council of the City of Huntsville, Alabama, the Mayor of the City of Huntsville is hereby authorized, requested and directed 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, and Routematch Software, Inc., which said agreement is substantially in words and figures similar to that certain document attached hereto and identifies as, "Agreement between the City of Huntsville and Routematch Software, Inc." consisting of four (4) pages, with the signature of the President or President Pro Tem of the City Council, and the date of February 26th, 2026 appearing on the margin of the first page, an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

       ADOPTED this the 26th day of February, 2026

_____

President of the City Council of the

City of Huntsville, Alabama

APPROVED this the 26th day of February, 2026

_____

Mayor of the City of Huntsville, Alabama

Routematch

ORDER FORM

Professional Services			
Product	**Days**	**Invoice Terms**	**Fees**
Professional Services - Project Management & Deployment Services	per Exhibit A	As per Exhibit A	$33,825.00
Travel Expenses	per Exhibit A	As per Exhibit A	$7,000.00
		Subtotal	**$40,825.00**
		Total	**$40,825.00**

Routematch Software, LLC	City of Huntsville
Signature: *Thomas Coogan*	Signature:
Name: Thomas Coogan January 30, 2026	Name:

Terms and Conditions.

1. Integration. This Order Form is entered into on January 28, 2026 ("**Effective Date**") and is expressly incorporated into and governed by terms of the Provision and Implementation of a Public Intelligent Transportation System between City of Huntsville ("**Client**") and Routematch Software, LLC ("**Company**") dated June 28, 2007, and any and all prior amendments, change orders or addendums thereto ("**Agreement**"). In the event of any conflict between the terms of this Order Form, any Client purchase order, and the Agreement, the terms of this Order Form shall prevail.

2. Fees and Payment. Payment terms for Professional Services are as per Exhibit A. Pricing is valid for 90 days. Payment terms are net 30 days from date of invoice. When applicable, Company may seek to enforce all rights and remedies under Client's state-specific Prompt Payment statutes for overdue or outstanding invoices.

3. Warranties. Client shall be the beneficiary of the standard manufacturer's warranties issued by manufacturers for each piece of Hardware it purchases, if applicable. The length of and breadth of coverage of each warranty varies by manufacturer and product. During the period of such manufacturer warranty, Client shall look solely to the Hardware manufacturer for any warranty claim. Company shall also provide a one-year warranty on any installation of the Hardware it performs, if such installation is proven to be defective. This installation warranty applies separately to each installation performed and shall begin immediately upon completion of an applicable installation. Before making an installation warranty claim to Company, Client shall troubleshoot the issue internally under its standard operating procedures. If necessary, Client shall be responsible for removing any Hardware from its vehicles and shipping such Hardware to Company at Client's expense and at Company's direction. If the warranty claim is not covered by the manufacturer's warranty, and the Client wants the Hardware repaired by Company, it shall pay Company its then current rate for such services. The warranty in this section are the sole warranties made by Company with respect to the Hardware installation and any extended coverage purchased by Client for Hardware. Company makes no other warranties or representations, express or implied, with respect to the Hardware, and disclaims and excludes any implied warranty of merchantability and any warranty of fitness for a particular purpose.

4. Excluded Damages. The following damages to the Hardware are not covered by Company's installation warranty or any extended coverage if purchased by Client:

- cosmetic damages to Hardware such as scratches, chips, dents, broken plastic, or other normal wear and tear;
- those caused by accident, abuse, misuse, negligence, liquid contact or submersion, fire, extreme temperature, power surges, or other external or environmental causes;
- those caused by installation of operation of the hardware outside of, or in opposition to, the Documentation;
- those caused by the Client's pre-existing technology infrastructure, including but not limited to, wiring designs, harnesses and installations, and its own information technology network and facilities;
- those caused by computer viruses, malware, internet connection, or cellular data plan;
- those caused by repair, modification, alterations or attachments to Hardware or Compa Company or those authorized by Company;
- hardware malfunctions occurring after expiration of the manufacturer's warranty;

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

- any damages that Client cannot expressly detect and attribute to the work performed by Company.

5. Professional Services. The professional services provided by Company detailed herein shall be performed: (a) in a diligent, professional and workmanlike manner in accordance with best applicable industry practices; (b) in accordance with this Order Form; (c) by experienced and qualified personnel with the proper expertise, skills, training; and (d) in accordance with all applicable laws and regulations. No duties or responsibilities are assumed by Company other than those specifically set forth in this Order Form.

6. Feedback. From time to time, Client may submit feedback to Company respecting its use of and interaction with the Software, in the course of its use of the Software, or while receiving hardware installation, support and maintenance, or professional services ("**Feedback**"). Client grants Company a perpetual, royalty-free and irrevocable right and license to freely use, reproduce, modify, adapt, publish, copy, disclose, sublicense, transmit, distribute, create derivative works from, sell and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Client's Confidential Information, and nothing in this Agreement shall limit Company's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. Publicity. Client grants Company the right to use its company name and logo as a reference for marketing or promotional purposes on the Company website and in other public or private communications with existing or potential customers, subject to Client's standard trademark usage guidelines as provided to us from time-to-time.

8. License to Client Data. Client hereby grants Company a non-exclusive, non-transferable, royalty-free. worldwide right to use the electronic data of Client, its customers, and its users, that is submitted or imported by it into the Hardware in connection with its use of the Software (collectively, "**Client Data**") solely and only as necessary for the limited purpose of the Software performing the services. Client shall own and retain all right, title and interest in and to the Client Data.

10. License to Resulting Data. Company may collect and store analytical and usage data arising out Client's use of the hardware ("**Analytic Data**"). Client grants to Company a limited, non-exclusive, perpetual, worldwide, royalty-free license to use, use, copy, transmit, sub-license, index, model, aggregate (including with other customers' data), publish, display and distribute any anonymous information derived from Analytic Data collected during the term of the Agreement solely for (i) purposes of providing services to Client (including providing to third parties, as necessary), and (ii) benchmarking, analysis, improvement, reporting on, promotion of and further development of the Software. Company shall not use or disclose the Analytic Data in a manner which would identify Client without its advance written permission. Company shall store all collected data in compliance with all applicable laws.

11. Confidentiality. To the greatest extent possible under applicable state law, Client shall treat the pricing information contained in this Order Form as confidential and protect it from release to the public.

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	o Coordinate the scheduling of all of the Customer's resources. o Coordination of conference calls and meetings. o Prepare training facilities and coordinate training sessions.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	o Participation in the completion of the Kick-Off Call. o Participation in all training sessions.
End Users		50% of their time during the training and transition phase of the project.	o Participate in end user training.

Payment Milestones

Below is a milestone-based payment schedule to be implemented during the project rollout:

1. 50% of services due upon execution of agreement
2. 50% of services due upon completion of services

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- *Customer's environment has no customizations, and the test environment has recent production data loaded prior to the scheduling of any onsite services.*

- *Customer must provide TripSpark a copy of their Routematch database at least a week prior to the onsite services. The provided database must use SQL.*

- *Customer must schedule required internal resources and personnel to be available to support the activities outlined within this Statement of Work.*

- *Expenses are based on two (2) onsite visits for one (1) resource per visit.*

Routematch

Exhibit A

Statement of Work: Routematch Onsite Training & Hardware Health Check

This document defines the implementation services to be provided by Routematch (TripSpark) for the City of Huntsville (Customer) as well as the roles and responsibilities of the Customer staff and resources.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Customer. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

Overview
This implementation involves the following high-level tasks:
1. Onsite & Offsite Training Services
2. Onsite Hardware Health Check Services
3. Project Management Services

TripSpark will provide up to two (2) technical resources to provide onsite services for two (2) separate trips, each trip not to exceed up to five (5) contiguous eight (8) hour days. Scheduling for the onsite services shall be as agreed upon by both parties.

Training Services
The specific list of topics to be covered will be discussed and agreed upon by both parties prior to the scheduling of any onsite services or remote sessions. TripSpark will assist the Customer in establishing a training agenda based on the list of topics and ensuring the agenda can be covered in the time allotted.

TripSpark will prepare a training agenda and gather all required materials and documentation after project Kick-Off and before the initial training sessions.

In addition to the onsite training, TripSpark will deliver up to four (4) hours of offsite driver training.

TripSpark has prepared a sample agenda of recommended topics:
- Routematch Reporting
- Routematch latest version overview
- Routematch Dispatcher overview
- Routematch Route and Stop creation
- Routematch RouteShout news announcement creation

Hardware Health Check Services
The specific list of operational tasks to be reviewed will be discussed and agreed upon by both parties prior to the scheduling of any onsite services.

In addition to the onsite health check, TripSpark will work with the Customer offsite for up to sixteen (16) hours in support of in-vehicle hardware improvements.

TripSpark has prepared a sample agenda of items to be reviewed:
- Review of a subset of the fleet: RmMobile tablets, in-vehicle peripherals (VLUs, APCs, etc)
- Check connectivity and communication between RmGate and devices

TripSpark Resource Responsibilities
TripSpark will provide Services as outlined in the Training Services & Hardware Health Check Services sections of this Statement of Work.

TripSpark will provide Project Management services, including but not limited to; Scheduling of TripSpark resources, coordination with Customer resources, follow up and update communications, invoicing based on milestones, and acting as a single point of contact.

Customer Resource Responsibilities