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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Mayor and City Council Members

CC: Gregg Mandsager, City Administrator

FROM: Brian Stineman, Public Works Director

DATE: November 13, 2017

RE: Request to Approve Memorandum of Understanding between Iowa Department of Transportation and the City of Muscatine

INTRODUCTION:

The Iowa Department of Transportation (IDOT) has requested to work with the City of Muscatine and MUSCABUS to provide information such as schedule, fare, transit vehicle location, stop and route information to third party application developers such as Google, Inc. to increase the public transportation resources for Iowa's travelling public.

BACKGROUND:

The Iowa DOT is trying to increase the profile of Iowa public transit services and needs data from systems like MUSCABUS to include in planning and designing future applications ranging from bus tracking to online scheduling, and other possibilities. There is no cost to the City to participate.

RECOMMENDATION/RATIONALE:

Staff recommends that council approve this memorandum of understanding with the Iowa Department of Transportation.

BACKUP INFORMATION:

Memorandum of Understanding

Memorandum of Understanding
Iowa Department of Transportation
And
City of Muscatine

The purpose of this Memorandum of Understanding (MOU) is to identify the roles and responsibilities of the State of Iowa acting by and through its Department of Transportation, Office of Public Transit ("Iowa DOT"), and City of Muscatine, a designated Iowa public transit agency ("Transit Agency"), as they relate to the GTFS Project. This MOU is effective as of the date of the last signature below, and upon receipt of any necessary approvals (the "Effective Date"). Iowa DOT and Transit Agency are referred to individually as ("Party"), and together as (the "Parties").

Recitals

- A. Iowa DOT and Transit Agency desire to provide Transit Agency's transit information, including but not limited to schedule, fare, transit vehicle location, stop and route information ("Data") to third party application developers such as Google, Inc. to increase the public transportation resources for Iowa's travelling public.
- B. Transit Agency agrees to work with Iowa DOT and Trillium Solutions, Inc. ("Vendor"), or Iowa DOT and another contractor designated by Iowa DOT, to provide the Data to third party application developers.
- C. Transit Agency further agrees that Iowa DOT, Iowa DOT's contractors (including "Vendor"), Google, Inc., and third party application developers may make nominative use of Transit Agency's service marks, trademarks, company names, trade names, and logos that may accompany the Data to identify the Data.

Agreement

The Parties agree that the above-stated Recitals are true, and such Recitals are incorporated herein by reference. In consideration of Iowa DOT's efforts to increase the profile of Iowa public transit services, and Transit Agency providing the necessary Data, license and authorization to Iowa DOT, the Parties agree as follows:

- 1. **Compensation.** Neither Party will receive any monetary compensation from the other Party under this MOU.
- 2. **Term.** This MOU commences on the Effective Date and will continue in effect until terminated.
- 3. **Obligations, Grant of License, and Authorization of Nominative Use.**
 - a. Transit Agency shall do the following to transfer and maintain the Data:
 - i. Provide Vendor, or another contractor designated by Iowa DOT, with at least four weeks' notice from the date that it is made available in Google, of any anticipated changes to the Data (schedules/routes/stops/etc.) via email address designated by Iowa DOT or contractor.
 - ii. Make timely updates to the Data to reflect changes in Transit Agency's public transit information.
 - iii. Assist Iowa DOT, Vendor, or another contractor designated by Iowa DOT, in verifying the accuracy of the Data.

- iv. Integrate a transit trip planner on Transit Agency's website.
 - b. Transit Agency hereby grants the following license to the Data to Iowa DOT:
 - i. A nonexclusive, worldwide, perpetual, royalty-free, irrevocable license to reproduce, distribute, create derivative works and compilations based on, perform, display, modify, and otherwise use the Data, and sublicense the foregoing to: 1) Vendor, or another contractor designated by Iowa DOT; 2) Third party application developers, such as Google Inc., for the purpose of promoting Iowa public transit services.
 - c. Transit Agency hereby permits the following nominative use of its marks:
 - i. Iowa DOT, Iowa DOT's Vendor, Google, Inc., and third party application developers may make nominative use of Transit Agency's service marks, trademarks, company names, trade names, and logos that may accompany the Data to identify the Data.
- 4. **Iowa DOT's Obligations.** Iowa DOT shall do the following:
 - a. Promote the existence of the Data for use by third party developers.
 - b. Cause Vendor, or another contractor designated by Iowa DOT, to do the following:
 - i. Work with Transit Agency to obtain the Data.
 - ii. Convert the Data into General Transit Feed Specification ("GTFS") format.
 - iii. Provide Data in GTFS to Google, Inc. and other third party developers for dissemination to end users and use by applications such as Google Transit.
 - iv. Host Data for public access, by Google, and other third party developers.
 - v. Obtain Data updates from Transit Agency.
- 5. **Representations and Warranties.** Each Party represents and warrants that it has full power and authority to enter into this Agreement. Transit Agency represents and warrants that it has all necessary rights to grant the license and authorize the nominative use of its marks, as described in Section 3 above.
- 6. **Indemnity.** To the extent permitted by law, Transit Agency shall indemnify, defend and hold Iowa DOT harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Data or Transit Agency's Marks infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, service mark, company name, trade name, logo, or other proprietary right of any third party.

To the extent permitted by law, Iowa DOT shall indemnify, defend and hold Transit Agency harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Data or Transit Agency's Marks infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, service mark, company name, trade name, logo, or other proprietary right of any third party.
- 7. **Termination.** Either Party may terminate this Agreement at any time upon first providing written notice of such termination to the other Party. Effective date of termination shall be specified within the written notice.

8. **Default/Remedies.** If either Party fails to perform its obligations under this Agreement, the other Party may, after first providing written notice and a reasonable opportunity to cure, pursue any remedy at law or in equity.
9. **No Third Party Beneficiaries.** Iowa DOT and Transit Agency are the only Parties to this Agreement and are the only Parties entitled to enforce its terms.
10. **Survival.** All rights and obligations will cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 5, 6, 8, 9, 10, and any other provisions which reasonably require being effective after termination.

For City of Muscatine:

For the Iowa DOT:

Diana Broderson, Mayor
City of Muscatine

Stuart Anderson, Director
Planning, Programming, and Modal Division
Iowa Department of Transportation