



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 9/14/2023

**File ID:** 2023-705

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**Department:** Public Transit

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville Department of Parking & Public Transit and Wellstone, Inc.

Resolution No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:** NA

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

## RESOLUTION NO. 23-754

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an and effectuate all terms of an agreement modification, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama (herein, in the “City”), by and between the City of Huntsville and Wellstone, Inc., 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 Department of Parking & Public Transit and Wellstone, Inc.,” consisting of a total of seven (7) pages, with the signature of the President or President Pro Tem of the City Council, and the date of September 14, 2023, appearing on the margin of the first page, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 14th day of September, 2023.

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

**APPROVED** this the 14th day of September, 2023.

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Mayor of the City of Huntsville,  
Alabama

**AGREEMENT WITH THE CITY OF HUNTSVILLE, DEPARTMENT OF PARKING &  
PUBLIC TRANSIT AND WELLSTONE, INC. dated September 14, 2023.**

The City of Huntsville, through the Department of Parking & Public Transit, hereinafter called "Public Transit," and Wellstone, Inc., hereinafter called "the Center," desire to enter into a cooperative agreement to provide public transit services to the citizens of Huntsville as a partner in the Public Transit's coordinated public transportation services.

**1. Purpose**

The purpose of this agreement is to provide for the undertaking of transportation services, hereinafter referred to as the "ADT Project," to the Adult Day Treatment clients of the Center by Public Transit and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the ADT Project will be undertaken and completed.

**2. Project Description**

Public Transit shall, in a satisfactory manner as determined by the terms of this agreement, provide for the transportation needs of the Center as disclosed in the Scope of Services and placed on file with the City of Huntsville, Alabama; a copy of which is attached hereto as Attachment A and incorporated herein by reference. Public Transit also agrees to provide this service in such a manner as to insure clients arrive at the designated location(s) in accordance with the times specified in the Scope of Services and to provide return transportation in accordance with same.

It is further agreed that Public Transit and the Center shall meet whatever requirements necessary and/or applicable with regard to receiving federal funds through the Federal Transit Administration Urbanized Area Formula grant. Public Transit and the Center will work together to promote the following goals:

1. To have Public Transit recognized and maintained as a public transportation service
2. To increase the mobility of persons in the Huntsville urban area by providing available transportation service to the general public
3. To work toward coordination and pooling of all local transportation resources, services, and facilities of whatever nature
4. To work toward eliminating duplicate services wherever possible

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

9/14/2023

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Date

### **3. Period of Performance**

The ADT Project shall begin upon approval by the Board of Directors of the Center and adoption of Resolution by the City Council of the City of Huntsville, Alabama. That period shall commence on October 1, 2023, and shall continue through September 30, 2025, upon which date all work under this agreement shall be completed.

### **4. Project Equipment**

Public Transit agrees to provide all necessary equipment as appropriate from its fleet of public transit vehicles to satisfy the needs of the Center as described in Attachment A and the public transportation demands of the urban area for the same period of time. It is understood and agreed that as a partner in the City of Huntsville public transit program the vehicle will remain under the continuing control of the City of Huntsville, Public Transit program.

### **5. Maintenance and Operation of Project Equipment**

During the period of this agreement, Public Transit shall maintain all equipment at an acceptable state of cleanliness, safety and mechanical soundness, to the extent possible considering depreciation and state of vehicles upon initiation of said services. Public Transit shall provide all operating fuels and oils as necessary for vehicle operation.

### **6. Insurance**

Public Transit shall provide adequate insurance to protect equipment and public liability insurance with the following limits:

1. Bodily injury not less than \$5,000 per person and not less than \$1,000,000 for any one accident; and
2. Property damage not less than \$50,000. The insurance provided under this agreement shall be in effect at all times during the existence of this ADT Project

### **7. Personnel**

The City will employ one driver in support of this contract. All criteria established by the City to meet City, State, and Federal employment requirements will be met.

### **8. Tickets**

Public Transit shall provide a customized ticket to the Center to enable Public Transit to track ADT Project usage. The Center agrees to disburse tickets to Adult Day Treatment clients for use on Public Transit vehicles. In order to meet established public transportation procedures for boarding vans and buses, the Center agrees that Center's clients will not be permitted to ride without a ticket.

## **9. Passenger Certification/Referral**

Prior to referral to Public Transit, the Center will certify that passengers utilizing the City's services are capable from a clinical standpoint of using public transportation. The Center will work with Public Transit to assist passengers learning to use the fixed route Orbit for transportation to and from the Center and to assist passengers who may exhibit behavior problems while riding.

The Center will not refer, will cancel, or will postpone referral of any passenger who exhibits behavior that could endanger the other passengers, himself/herself, the driver or the vehicle in any way.

## **10. Modifications**

Any proposed changes to this document, or its attachments, shall be mutually approved in writing by both parties prior to becoming part of this agreement. Changes in the Scope of Work, plans, schedules, costs or amendments shall require that a supplemental agreement be executed between the parties as deemed necessary by the City of Huntsville.

## **11. Contract Amount**

The Center agrees to pay Public Transit a total of \$55,000 for the services, during the period of performance, as described herein. Monthly payments shall be made to Public Transit by the Center at a rate of 1/12 of the contract amount, to be paid by the tenth day of each month.

## **12. Incidental Services**

Transportation services that are needed, other than those outlined in Attachment A are not part of this agreement. Such services will be considered special transportation services and shall be coordinated and negotiated separately with the City of Huntsville. A minimum of ten (10) business days advance notice will be given to Public Transit for additional demand/response service.

## **13. Non-Discrimination**

The City agrees that it shall not, with respect to any activity carried out on the premises of the Center, or relating in any way to this Agreement, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, or disability. The equal opportunity clauses required under Executive Order 11246 and regulations issued thereunder are made a part of this Agreement by reference.

## **14. Civil Rights Act of 1964 as Amended**

The Center and Public Transit agree that no person or minority business enterprise shall, on the grounds of race, color, sex, national origin or affiliation as a member of any particular social service entity be excluded from participation in or be denied the benefits of or otherwise be subjected to discrimination under this contract.

## **15. S 504: Rehabilitation Act of 1973 as Amended and the Americans with Disabilities Act**

Through the terms of this agreement, the Center and Public Transit shall insure that transportation service provided to the elderly and handicapped is consistent with the approved 504 and ADA plan on file with the Federal Transit Administration.

## **16. Compliance with Regulations**

In the performance of this contract the parties mutually agree to comply fully with all federal, state, county and municipal laws, rules and regulations, including all rules and regulations of federal, state, county and local agencies applicable to the grant requirements and activities provided for under this contract. Such rules and regulations include, but are not limited to, those requiring drug and alcohol testing of certain safety sensitive employees as are defined in 49 CFR Part 40 and 49 CFR Part 653 and 654.

## **17. Termination**

If any party to this agreement is unable to fulfill its obligations, fiscal or otherwise, either party shall have the right to terminate this agreement. Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. Public Transit shall be entitled to compensation for any un-reimbursed eligible expenses incurred.

## **18. Prohibited Interests**

No member, officer or employee of Public Transit or the Center during his tenure or one year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds, profits or benefits there from. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit there from.

The Center agrees that No Show trips (those trips where the customer cancels at the door or does not come out of the pick-up address to board the van) will be counted as a one way trip because the van was sent to provide the ride. Scheduled return trip or field trip pickup for clients who do not ride will also be counted as a one way trip. Vehicles are sent to the Center for return trip pick up or for field trip pick up based upon the number of passengers who are scheduled to be picked up. Cancellations received prior to *two (2) hours* before the scheduled pick up time will not be counted as a No Show because the resources allocated to provide service cancelled in a timely manner can be reallocated to other transportation needs. Cancellations can be made by calling 256-427-6857 24 hours per day, 7 days per week. After hours the voicemail system provides simple to follow instructions to leave a message to cancel a scheduled ride. Either the individual client or the Center personnel can notify Public Transit of the need to cancel scheduled trips. All calls are time and date stamped and they are saved for 2 months.

The Center agrees that transportation may be suspended for customers missing three consecutive trips without canceling however it shall not be the City's responsibility to suspend transportation. Suspended service can be reinstated by an authorized Center representative calling to request reinstatement.

Access is shared ride public transportation service for persons with disabilities who are unable to use the fixed route (Orbit) service and as such driver schedules and passenger manifests are produced daily based upon passenger trips that were reserved prior to the afternoon before. In order to control cost and maintain efficient service all resources available (vehicles and drivers) are utilized based on the demand for the day. Clients of the Center are scheduled for pick up by the nearest available vehicle that can transport to the Center by the specified appointment time.

## ATTACHMENT A

### SCOPE OF SERVICES

The City of Huntsville, Alabama, Department of Parking & Public Transit (Public Transit) will provide up to 10,000 one-way trips for passengers referred by the Adult Day Treatment Program (ADT) of Wellstone, Inc. (the Center). These trips will be between the Center and the ADT client's residence, the fixed route bus stop or other designated points as appropriate and as scheduled by Center personnel. All service will take place within the city limits of Huntsville.

Public Transit will provide specially designed tickets to the Center for issue to clients for the purpose of transportation between home and the Center or for other Center organized and scheduled transportation service. Passengers riding the fixed route Orbit system can use the ticket to pay their fare upon boarding the bus at the Center or at the bus stop closest to the client's home provided the destination is the Center. No application process is required by Public Transit for anyone riding the fixed route Orbit system.

The Center agrees that the following will apply to clients who will be transported by the demand/response system, Access. Schedules for pick up, arrival and departure will allow for a four (4) hour stay at the Center. Clients enrolled in Access who reside within the fixed route service area should expect pick up within one hour prior to their scheduled time of arrival at the Center and they should expect to ride approximately one hour in order to arrive back home from the Center. Residents in Huntsville farther away from the Orbit service area should expect to ride longer in order to arrive at the Center or back home depending on the number of passengers on board and how far away they are from the Center.

The specially designed tickets provided for use will be accepted on the fixed route Orbit system and by Access for travel between destinations authorized by the Center. All passengers boarding either the Orbit or Access will be expected to deposit a ticket or pay the appropriate fare.

In order to start transportation for an individual client, the Center personnel will complete the attached form and send it by fax to Public Transit (256-427-6854) no later than 2:00 PM the day before service is to begin. Forms provided earlier than the 2:00 PM deadline are encouraged especially if there are 2 or 3 individuals to enroll. Forms for multiple clients, changes in schedule and/or destination for multiple clients or other arrangements involving more than 2 or 3 individuals will require a minimum advanced notice of 10 business days.

The Center agrees to update the information on the form at any time the clients' name, address, schedule or emergency contact changes providing advance notice of such changes as outlined above. The Center agrees to notify Public Transit when clients no longer need transportation service. Until Access is notified to stop transportation, change the attendance schedule or pick up and a different address the ride will continue to be scheduled based upon the most recently received request for at least 3 attempts to transport. Notification of short term (a day or two) changes should be sent to the dispatchers at 256-427-6857. This number also connects to the voicemail service after hours. Permanent or long term changes must be made in the software system by the Parking and Public Transit Services Assistant, Keysha Bearden at 256-427-5481.



**19. Binding Language**

All the terms and conditions of this contract shall be binding on Public Transit and the Center and their respective heirs, legal and personal representatives, successors and assigns.

**In Witness whereof**, the parties have entered into and approved this agreement on the 14 day of September, 2023.

City of Huntsville, Alabama  
Municipal Corporation

BY: \_\_\_\_\_  
Tommy Battle, Mayor

**ATTEST:**

\_\_\_\_\_  
Shaundrike Edwards, City Clerk

Wellstone, Inc.

BY:   
Jeremy Blair, CEO

DATE: \_\_\_\_\_

**ATTEST:**  
