



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/7/2024

**File ID:** TMP-4774

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to submit an (EPA) Environmental Protection Agency, Community Change Grant (CCGP) Application for the Bike & Pedestrian connection for the Mill Creek Choice Neighborhoods.

Resolution No.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication:           N/A          

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** N/A

**Total Cost:** TBD

**Special Circumstances:**

**Grant Funded:** Approximately \$20,000,000

**Grant Title - CFDA or granting Agency:** EPA CCG

**Resolution #:** N.A

**Location:**

**Address:** N/A

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

**Additional Comments:**

Mill Creek Corridor Improvements Project: 1<sup>st</sup> Street and Seminole Drive: The City of Huntsville is partnering with the Huntsville Hospital Foundation (HHF) to be eligible to apply for EPA Community Change Grant funding for corridor improvement projects to provide active, alternative transportation options for Mill Creek residents and to re-connect the Mill Creek Neighborhood to the broader urban fabric. The 1<sup>st</sup> Street and Seminole Drive Corridor Improvement projects

will provide street trees, bike lanes, and ADA-compliant sidewalks, crosswalks, and ramps, as well as stormwater management, to Seminole Drive transportation corridor and a multi-use path along 1<sup>st</sup> Street. These projects were identified as high priority by residents as outlined in the Mill Creek Choice Neighborhood (CNI) Transformation Plan. These projects will provide active transportation and mobility enhancements to re0connect the Mill Creek Neighborhood to enhance access to healthcare, employment, and recreation opportunities.

**RESOLUTION NO. 24-**

**BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor, or his designee, in his official capacity, be, and is hereby authorized to submit an application on behalf of the City of Huntsville, including all understandings and assurances contained therein, to the Environmental Protection Agency (EPA) for the Community Change Grant Program (CCGP) FY 2024 grant for the “Partnership for Health & Resilience in Mill Creek” project. If awarded, the project requires the City to enter into a Partnership Agreement with the Huntsville Hospital Foundation, a Community-Based Organization (CBO), to provide active transportation and mobility enhancements in the form of bike/ped infrastructure and corridor improvements to re-connect the Mill Creek neighborhood to the broader urban fabric and enhance access to healthcare, employment, and recreation opportunities.

**ADOPTED** this the 7<sup>th</sup> day of November, 2024

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

**APPROVED** this the 7<sup>th</sup> day of November, 2024

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Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN THE CITY  
OF HUNTSVILLE AND THE HUNTSVILLE HOSPITAL  
FOUNDATION FOR A PARTNERSHIP FOR  
APPLICATION AND IMPLEMENTATION  
SERVICES RELATED TO AN ENVIRONMENTAL  
AND CLIMATE JUSTICE COMMUNITY CHANGE  
GRANTS PROGRAM GRANT**

STATE OF ALABAMA    )  
                                  )  
COUNTY OF MADISON    )

**AGREEMENT FOR THE APPLICATION AND  
IMPLEMENTATION OF AN ENVIRONMENTAL AND  
CLIMATE JUSTICE COMMUNITY CHANGE  
GRANTS PROGRAM GRANT**

This Agreement is made this 7<sup>th</sup> day of November, 2024, by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as the “City” , “Lead Partner” or the “Lead Applicant”) and the Huntsville Hospital Foundation, an Alabama non-profit corporation (hereinafter referred to as the “Foundation” or “Statutory Partner”) for a statutory partnership for the application and implementation of an Environmental and Climate Justice Community Change Grants Program Grant administered by the U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights. The City and the Foundation hereby agree as follows:

**RECITALS**

**WHEREAS**, the City is applying for an Environmental and Climate Justice Community Change Grants Program Grant administered by the U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (the “Grant”); and

**WHEREAS**, the U.S. Environmental Protection Agency (the administering agency for the Grant) requires the City, the Lead Partner, to have a Statutory Partner in the form of a Community-Based Organization (CBO).

**WHEREAS**, the City intends to use any grant funds to enhance the quality of life for residents of the City’s Mill Creek neighborhood through offering sustainable infrastructure to address environmental and climate justice issues within the Mill Creek area; and

**WHEREAS**, the Foundation, as the statutory partner, will work with the City to continue to offer free and low-cost health and wellness services to Mill Creek area residents; and

**WHEREAS**, the City and the Foundation desire to formalize their respective rights and responsibilities in this Agreement.

## WITNESSETH

**NOW THEREFORE**, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1. **Lead Partner Responsibilities:** As the Lead Partner, the City will provide the following:

As the Lead Partner (Lead Applicant), the City will be responsible for Grant Development and Management; and Project Management and Implementation. These activities include:

Grant application development, writing, and submission, and the overall management, administration, compliance, performance, oversight, and reporting responsibilities under the grant; the City will also be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds, and will bear liability for unallowable costs. The City will also be responsible for all compliance and legal issues, and managing risks associated with the project. The City will be responsible for project management and construction management of the grant project, titled “Partnership for Health & Resilience in Mill Creek,” and all management and construction activities associated with the project. These activities include: management of anticipated costs for hiring general contractors and other contractors performing construction activities, such as pre-construction Architectural and Engineering (A&E) Services, and management of all contractual agreements associated with those services; and management and oversight of all construction and post-construction activities.

The Scope of Work for the “Partnership for Health & Resilience in Mill Creek” project will be further refined during the consultant selection/competitive bid process. The project scope involves the design and construction of 1,800 feet of roadway improvements made on the Seminole Drive corridor, starting at Governors Drive and terminating at 9<sup>th</sup> Avenue, located in the Mill Creek Choice Neighborhood Project Area. The design include bike lanes, ADA-compliant sidewalks, crosswalks, and ramps, and pedestrian signalization, lighting, and signage. It will also include stormwater management utilizing nature-based solutions, such as bioswales and native plantings, for drainage and water quality improvements, also known as “Green Streets.” These improvements, along with the Statutory Partner’s history and commitment of providing healthcare services to the Mill Creek Project Area, align with the EPA’s Climate Action and Pollution Reduction strategies, a focus of this Environmental and Climate Justice Community Change Grant Program. The scope includes activities associated with the Preliminary Engineering (PE), Right-of-way (RW), Utilities (UT), Construction (CN), and Construction, Engineering, & Inspection (CEI) phases of the project. Attachment (Exhibit A) includes the conceptual design rendering and the itemized cost estimate with associated activities and deliverables.

If the proposed application is selected for award, to enter into a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA’s Subaward Policy and related guidance that contains terms and conditions.

2. **Statutory Partner Responsibilities:** The Foundation and Huntsville Hospital have a longstanding tradition of providing high-quality healthcare to underserved populations throughout Madison County, especially in the 35805 zip code (which includes the Mill Creek neighborhood). Historically, residents from the 35805 zip code comprise more than 5% of Huntsville Hospital's total annual cases (more than 30,000 cases). In FY24, Huntsville Hospital served 45% of the population in this zip code considered to be LMI. (Low-to-Moderate Income). This area, identified as one of Huntsville's most economically challenged, benefits from several hospital programs designed to address healthcare disparities, increase community engagement, and provide essential resources to residents. In FY24, Huntsville Hospital provided more than \$111 million in uncompensated care, serving as the primary safety net for many families in need, and providing outreach through free screening events, seminars, health fairs and direct care programs, all for community benefit.

In addition to healthcare services at the safety net hospital, Huntsville Hospital provides outreach services in the Mill Creek community, the STEAM corridor, and the Seminole Drive area as follows:

#### Mobile Medical Unit

Huntsville Hospital's Mobile Medical Unit provides preventive healthcare and screenings to communities that face barriers to accessing traditional medical services. The unit frequently visits the 35805 area, where it offers free health screenings, educational resources, and referrals, bringing vital healthcare services directly to those in need.

#### Mobile Homeless Clinic

The Mobile Homeless Clinic (MHC) offers free diagnostic medical care, medications, and screenings to the homeless, reducing emergency department burden and promoting consistent care. The clinic provides an unduplicated and invaluable service in North Alabama. The MHC essentially performs as both a medical clinic and an urgent care center. A volunteer physician and supporting clinical staff provide screenings and diagnostic medical care for the region's homeless. The MHC houses non-narcotic medications to handle both acute and chronic scenarios, and all medications and diagnostic services are provided without cost to the patient.

- 3 clinics monthly, 20 patients per clinic
- 720 patients served annually at Downtown Rescue Mission and First Stop

#### Arts in Medicine (AIM)

Huntsville Hospital's AIM program integrates visual arts, music, and creative writing into patient care, alleviating stress and enhancing the healing process. The hospital has partnered with an artist in the Lowe Mill Arts Center, where hospital staff conduct off-campus arts workshops for staff and employees. These sessions foster ways to cope with a stressful work environment through simple artistic expression, and, importantly, they support business in the Lowe Mill area through this partnership.

#### Car Seat Fitting Stations

Huntsville Hospital's car seat fitting stations serve approximately 200 parents each month, serving more than 21 zip codes throughout north Alabama in FY24, including a significant

number from the 35805 area. These free fittings ensure that infants and young children are transported safely, and parents who cannot afford a car seat are given an appropriately sized and fitted seat for free. In post-visit surveys, more than 90% of participants reported feeling more confident about proper car seat installation and safety positioning.

- Car seat fitting stations offer free car seats to parents living in these neighborhoods.
- Car seat fitting stations serve mothers to provide free education and proper fitting.

### Community Health Initiative

The Community Health Initiative accepts proposals from other CBOs (Community-Based Organization) for funding their projects that directly impact healthcare, closing service gaps, and working cooperatively across programs and areas of need. It's the hospital's investment in public health in our community.

- More than \$85,000 was awarded to local CBOs serving LMI populations, including Village of Promise and the Community Free Clinic.

### Cooking Matters

Cooking Matters is a free, community-based program offered by Huntsville Hospital aimed at teaching about the importance of nutrition, food resource management, and food safety, with hands-on cooking experience. Objectives include improving food scarcity and diet-related health issues. The program is highly accessible as it is hosted onsite in local neighborhoods, including grocery store tours, and take home groceries. In the 35805 area, Cooking Matters has reached several key community hubs, such as Studio 60 Senior Center and Children's Rehabilitation Services. Over the past year, the program has conducted classes for seniors, adults, and children in this zip code, empowering residents with practical skills to improve their health through better nutrition:

- Studio 60 Senior Center – 156 seniors in 2024 (12 classes)
- Children's Rehabilitation Service – 92 children and parents taught in 2023-2024 (7 classes)
- Huntsville Housing Authority Youth Build (Seminole Drive) – 12 classes taught in 2023-2024

Additional LMI areas outside these neighborhoods include:

- Huntsville Housing Authority Searcy Homes (Dallas Ave) - 6 classes
- Boys & Girls Club, Calvary Club (Fairbanks Ave) – 3 classes

### Career Ambassadors Program

To inspire the next generation, the Career Ambassadors Program brings healthcare professionals into schools and youth organizations to provide career exposure. Last year, the program served a total of 3,260 children in Madison County, with approximately half (1660) of participants in LMI areas. This outreach is crucial for connecting young people in disadvantaged neighborhoods with potential career paths in healthcare.

- 410 participants from the Mill Creek area in 2024, including students from Morris Middle School and Girl Scout Troop #400 on Dallas Mill.

#### Coat Collection and Employee Service Projects

Through our staff engagement programs and the Diversity, Equity, and Inclusion committee, many projects are planned year-round to engage staff with volunteerism to serve local LMI neighborhoods.

- At this time, coats are being collected hospital-wide to be donated to the Manna House.

#### Covid Testing and Vaccination Stations

In 2020 and 2021, Mobile Covid Testing and Covid Vaccination Stations were held at First Stop and Home Camps, Village Home Care, Salvation Army, Thrive Clinic, Rose of Sharon, Norwood subdivision, Johnson Towers, Todd Towers, Downtown Rescue Mission, John Hunt Park, St Barley's church on University, and the At Home Store on Oakwood.

- More than 1,500 people Covid-tested in 35805 zip code
- More than 500 people Covid-vaccinated in the 35805 zip code
- More than 4,000 people mobile testes at the John Hunt location, with more than 50,000 vaccinations given at this station.

#### Patient Assistance Program

Through the Patient Assistance Program, Huntsville Hospital helps residents facing financial hardships cover rent, utilities, gas, and other essentials while they undergo medical treatment. Many beneficiaries of this program come from the 35805 area, where economic challenges can create significant barriers to healthcare access.

#### Transitional Care Program

The Transitional Care team supports patients within 72 hours of their discharge to ensure they have free access to essential resources like meals, medication, transportation, and medical equipment. The team works diligently to connect vulnerable residents with ongoing, accessible support close to home by collaborating with organizations in close proximity such as First Stop, Drug Free Partnership, and the Salvation Army.

- Approximately 200-250 patients annually in the 35805 area, specifically in the Seminole Drive High Rise, helping them avoid hospital readmissions, and offering free meal delivery, medications, durable medical equipment and blood pressure and glucose monitors for those who need them.

In addition, Huntsville Hospital is one of many partners with the City of Huntsville on the Mill Creek CNI Plan and is providing funding to support the construction of 125 units for workforce housing within the Mill Creek Neighborhood project boundary.



Under the EPA grant, the Statutory Partner, Huntsville Hospital Foundation, will commit to the following:

- Huntsville Hospital Foundation will partner with the City of Huntsville to provide a bike-sharing program for Mill Creek residents. This will entail property donation to house two (2) bikeshare locations on the Huntsville Hospital campus.
- Huntsville Hospital Foundation will partner with the City of Huntsville on a “shoe closet” program. This will involve

3. **Period of Performance and Schedule:** All obligations pursuant to this Agreement shall be completed within three (3) years from the Grant award date.

4. **Notices:** All notices (a) shall be in writing, (b) shall be deemed served on the date which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission (“E-mail”) or telephonic facsimile transmission (“Fax”) in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

City of Huntsville  
Attention: Dennis Madsen  
P.O. Box 308  
Huntsville, Alabama 35804  
[Dennis.madsen@huntsvilleal.gov](mailto:Dennis.madsen@huntsvilleal.gov)  
256-427-5101

Huntsville Hospital Foundation, Inc.  
Attention :

5. **Confidential Information:** Each party hereto (each, a “Recipient”) shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a “Discloser”) and identified as confidential by Discloser (“Confidential Information) and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (i) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is

independently configured by Recipient; or (v) is required to be disclosed as a matter of law (e.g. open records request).

6. **Nonexclusiveness of Remedies.** Any right or remedy on behalf of the City or the Foundation provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

7. **Injuries to the Foundation.** The Foundation is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of the Foundation and its agents and/or employees. The Foundation waives any and all rights to recovery from the City for any injuries that the Foundation (and/or its agents and/or employees) may sustain while performing services under this Agreement.

8. **Disputes.** The Partners agree that should any dispute arise or the emergence of unforeseen circumstances impeding the project's progress, the Partners agree to participate in good faith in a resolution process. The Partners agree to hold harmless each other, from and against any and all losses, liabilities, damages and costs that may arise in connection to any disputes or unforeseen circumstances. In the unlikely event the Statutory Partner is unable or unwilling to continue the relationship with the Lead Partner, the Statutory Partner will assign all rights and obligations to another comparable Statutory Partner to ensure successful grant completion within 3 years. Replacement may be necessary for various reasons including, but not limited to, performance issues. The Parties acknowledge that replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6). If the proposed application is selected for award, the Parties will enter into a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance that contains terms and conditions, including those listed above. The Partners will amend this agreement to include new partners upon the written and unanimous vote of both Partners. The Partners acknowledge that EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.

9. **GENERAL PROVISIONS.**

A. **Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

B. **Force Majeure.**

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God,

strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

C. Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

D. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

E. Waiver.

The failure of either party to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

F. All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

G. Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

H. Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

I. No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

J. Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: \_\_\_\_\_

Tommy Battle

Its: Mayor

Attest: \_\_\_\_\_

Shaundrika Edwards

Its: City Clerk

HUNTSVILLE HOSPITAL FOUNDATION

By: \_\_\_\_\_

Its: \_\_\_\_\_