CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 9/26/2013

Action Requested By:
Public Transit

Agenda Item Type
Resolution

Subject Matter:

Resolution to enter into a contract with the Mental Health Center to provide public transit services.

Exact Wording for the Agenda:

Resolution to enter into a cooperative agreement with Huntsville Madison County Mental Health Center to provide public transit services.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

This resolution authorizes the City enter into a contract to provide transit services to the Mental Health Center Adult Day Treatment clients.

Associated Cost: 0.00

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: JMBrown

Date: 9-17-13

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Public Transit** Council Meeting Date: **9/26/2013**

Department Contact: **Kim Smith** Phone # **256-427-6831**

Contract or Agreement: **Agreement with Hsv Madison County Mental Health Center**

Document Name: **Agreement with MHC**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

Account Number: **01-8700-3098-3470**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Federal Transit	**Grant Name:** Section 5307 Operating and Capital Grant

Department	Signature	Date
1) Originating		9-17-13
2) Legal		9-18-13
3) Finance		9/20
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 13-_____

WHEREAS, it is agreed that no single agency has the financial resources nor necessity to develop a completely autonomous transportation service;

WHEREAS, the City of Huntsville Department of Parking & Public Transit (Public Transit) and Huntsville Madison County Mental Health Center (the Center) have demonstrated a desire to provide coordinated transportation services to meet and serve the citizens of the City of Huntsville, and

WHEREAS, Public Transit has in place a fixed route transit system and a demand/response service designed to serve the citizens of the City of Huntsville area; and,

WHEREAS, it has been determined that the Center's Adult Day Treatment (ADT) client transportation needs can be adequately met through maximizing usage of the fixed route and coordinated use of the demand/response system; and,

BE IT FURTHER 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 agreement with the Huntsville Madison County Mental Health Center for the provision of coordinated transportation services, said agreement being substantially similar in words and figures to that document identified as "Agreement with Huntsville Madison County Mental Health Center", consisting of a total of seven (7) pages, with the signature of the Council President, and the date of September 26, 2013, appearing on the margin of the first page, a copy of said document being permanently on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 26th day of September, 2013.

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

APPROVED this the 26th day of September, 2013.

_____
Mayor of the City of Huntsville, Alabama

AGREEMENT WITH THE CITY OF HUNTSVILLE, DEPARTMENT OF PARKING & PUBLIC TRANSIT AND THE HUNTSVILLE MADISON COUNTY MENTAL HEALTH CENTER dated _____, 2013.

The City of Huntsville, through the Department of Parking & Public Transit, hereinafter called "Public Transit," and Huntsville Madison County Mental Health Center, 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.

Section One: 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.

Section Two: 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

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

_____
Date

3. To work toward the coordination and pooling of all local transportation resources, services, and facilities of whatever nature
4. To work toward eliminating duplicate services wherever possible

Section Three: 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, 2013, and shall continue through September 30, 2014, upon which date all work under this agreement shall be completed.

Section Four: 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.

Section Five: 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.

Section Six: 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

Section Seven: Personnel

The Center will employ one driver in support of this contract and will be responsible for all withholding taxes, any health insurance, workmen's compensation insurance and any other employee benefits on behalf of the driver employed under this contract.

The Center agrees the driver employed will meet the same employment criteria established by the policies and procedures of Public Transit and they will verify prior to employing any prospective driver that his or her qualifications meet the minimum requirements. The Center agrees the driver will be supervised by Public Transit's Paratransit Coordinator when performing the services called for herein. The day-to-day management of the driver under this agreement will be the responsibility of Public Transit. The Center agrees that the continued employment of the driver is conditional upon the driver maintaining established health, accident and performance standards for Public Transit and its insurance carrier. The Paratransit Coordinator will notify and discuss any safety or performance concerns about the driver with the designated Center contact person

The Center agrees that the driver will work the established Public Transit work schedule which may include some holidays that the Center may be closed. In the event the Center employed driver is unavailable because of scheduled leave, holiday approved off, alternate duty assignments required by the Center or during the interim between the termination of employment and hiring an acceptable replacement, Public Transit will assign a substitute driver in his or her place and will bill the Center at a substitute driver's established wage rate for the hours of service provided in place of the Center employed Driver. The Paratransit Coordinator must be consulted and have prior concurrence with the approval of scheduled leave including Center holidays when the driver may normally be assigned to work. The Paratransit Coordinator must be notified as soon in advance as possible but at least two weeks in advance of any alternate duty assignments that will temporarily remove the driver from active participation in the Scope of Services outlined in Attachment A,

Section Eight: Training

The Center shall provide an annual one hour in-service program (to be scheduled with the Paratransit Coordinator) for all Handi-Ride and Center drivers to assist them in safely and effectively assisting passengers who may be experiencing mental health issues.

Section Nine: 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 procedures for boarding vans and buses, the Center agrees that Center's clients will not be permitted to ride without a ticket.

Section Ten: 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 Shuttle 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.

Section Eleven: 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.

Section Twelve: Payment of Project Expenses

The Center agrees to pay Public Transit a total of $20,000 for the services 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.

Section Thirteen: 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 one week (5 business days) advance notice will be given to Public Transit for additional demand/response service.

Section Fourteen: Audit of Funds

Public Transit agrees to employ accounting procedures which are appropriate to the type of operation conducted and which are customary to similar operations. All records pertaining to this agreement shall be maintained for a period of three (3) years after termination of this contract. Public Transit agrees to arrange and assume all financial obligations for required audits as provided for

in Federal Transit Administration Urbanized Area Formula grant programs. Public Transit shall utilize a qualified accountant for such services.

Section Fifteen: Equal Opportunity Employer

The Center and Public Transit agree that under the terms of this contract no employee or prospective employee shall be passed over or turned down for employment, promotion, or salary increase because of his/her race, religion, national origin, sex, age, handicap or affiliation as a member of any particular social service entity. The Center and Public Transit further agree that the decision to terminate an employee shall not be based upon any of the above mentioned factors; all consideration for employment, advancement, termination or salary increase shall be based upon the employee's qualifications and performance or ability to perform the duties of the job in question.

Section Sixteen: Title IV: 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.

Section Seventeen: 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.

Section Eighteen: 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.

Section Nineteen: 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.

Section Twenty: 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.

Section Twenty One: 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 _____ day of _____, **2013.**

City of Huntsville, Alabama
Municipal Corporation

BY: _____
Tommy Battle, Mayor

ATTEST:

_____
Charles Hagood, City Clerk Treasury

Huntsville-Madison County
Mental Health Center

BY: Brian W. Davis
Executive Director

DATE: 08.13.13

ATTEST: Gray C. Falcone

ATTACHMENT A

SCOPE OF SERVICES

The City of Huntsville, Alabama, Department of Parking & Public Transit (Public Transit) will provide up to 34,000 one-way trips for passengers referred by the Adult Day Treatment Program (ADT) of the Huntsville Madison County Mental Health Center (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 Shuttle 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 Shuttle system.

The Center agrees that the following will apply to clients who will be transported by the demand/response system, Handi-Ride. Schedules for pick up, arrival and departure will allow for a four (4) hour stay at the Center. Clients enrolled in Handi-Ride 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 Shuttle 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 same tickets provided for use on the fixed route Shuttle system will be accepted by Handi-Ride for travel between destinations authorized by the Center. All passengers boarding either the Shuttle or Handi-Ride 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 5 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 Handi-Ride 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 Transportation Services Representative, Marie Stephan at 256-427-6811.

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 one hour 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.

Handi-Ride is shared ride public transportation service for persons with disabilities who are unable to use the fixed route (Shuttle) 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. Clients may be assigned to the vehicle operated by the Center employed driver or to one operated by a City employed driver. The Center employed driver may have other Handi-Ride customers included on his/her passenger manifest based on customer demand. Once he or she drops off Center clients it is important that additional work instructions are provided by Public Transit and that if Center personnel have a need for the driver to provide additional transportation they notify Public Transit of this need so it can be scheduled to the most appropriate driver(s). In the event the Center has an unexpected immediate need for a Client to be returned home or to be transported to another location this will be scheduled as needed by the dispatchers upon request from Center personnel. A van will be dispatched as quickly as possible. Center personnel should expect no more than an hour wait for any client to be picked up for a previously unscheduled trip.