CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 2/14/2013

Action Requested By:
Police

Agenda Item Type
Resolution

Subject Matter:

Agreement between the City of Huntsville (Police Dept) and the Madison County Commission

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement between the Madison County Commission and the City of Huntsville for salaries and fringe benefits reimbursement from the FY 2012- 2013 Strategic Counterdrug Team (STAC) grant.

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 agreement will allow Huntsville Police Dept to reimburse the Madison County Commission for salaries and fringe benefit expenses as specified in the 2012- 2013 Strategic Counterdrug Team (STAC) grant.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Lewis Morris

Date: 12/3/2012

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Police**

Council Meeting Date: 2/14/2013

Department Contact: **Jessica Winn**

Phone # **(256) 427-7002**

Contract or Agreement: **Agreement between City of Huntsville and Madison County Commission**

Document Name:

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number: 01-5251-0973-1140 CC

Procurement Agreements

Select...	Select...

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating	Lewis Morris	12/3/2012
2) Legal	Mary G. Coates	12/5/2012
3) Finance CC		12/5
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 13 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is hereby authorized to enter into an Agreement between the City of Huntsville and the Madison County Commission, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, 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, and the Madison County Commission" consisting of four (4) pages, and the date of February 14, 2013, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 14th day of February, 2013.

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

ADOPTED this the 14th day of February, 2013.

_____
Mayor of the City of Huntsville,
Alabama

Agreement Between the City of Huntsville, Alabama, and Madison County Commission

AGREEMENT

This Agreement is entered this the ____ day of _____, 2013, by and between the City of Huntsville, Alabama, a municipal corporation, (hereinafter referred to as "Huntsville"), and the Madison County Commission for Madison County, Alabama (hereinafter referred to as "Madison County"),

WHEREAS, the City of Huntsville has been awarded grant funds from the Alabama Department of Economic and Community Affairs (ADECA), Law Enforcement/Traffic Safety Division to be used for the Huntsville-Madison County Strategic Counterdrug Team (STAC);

WHEREAS, the City of Huntsville, the Madison County Commission, and Madison County District Attorney's Office are members of the Huntsville-Madison County Strategic Counterdrug Team (STAC); and

WHEREAS, the Madison County Commission, and City of Huntsville desire to provide personnel for purposes of providing certain services as described herein and seek payment from City of Huntsville for same from the above referenced grant; therefore

WITNESSETH

It is understood by the parties hereto, as follows:

1. **Salaries/Fringe Benefits.** The Madison County District Attorney's Office/Madison County Commission employs the following individuals assigned to work full-time at the Huntsville-Madison County Strategic Counterdrug Task Force in accordance with the above referenced STAC grant and pays said persons at the following rates of pay (exclusive of fringe benefits) as specified in the grant application: Christy Shelton (Administrative Clerk: $37,986.00/year).

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

Date:_____

The City of Huntsville shall reimburse the Madison County Commission/Madison District Attorney's Office from the above referenced STAC grant for payment of salaries and fringe benefits paid to the above referenced individuals working for the Huntsville-Madison County Strategic Counterdrug Team, excluding payment for overtime. Any payments made to the above referenced individuals for overtime will only be reimbursed by the City of Huntsville from STAC funds if such overtime is pre-approved in writing by the STAC Commander and Project Director and/or the STAC Executive Board and sufficient grant funds exist from the original award in the amount of $188,990.67 received from the Alabama Department of Economic and Community Affairs (ADECA), Law Enforcement Division to reimburse such overtime.

2. **Overtime.** In accordance with the grant application for the above referenced grant, the Huntsville-Madison County Strategic Counterdrug Team consists of 16 full-time agents and three support staff employed from among the following agencies: City of Huntsville Police Department and Madison County District Attorney's Office. Any payments made by the respective agency to its respective employee(s) for overtime in conjunction with duties for the Huntsville-Madison County Strategic Counterdrug Team will only be reimbursed by the City of Huntsville from STAC funds if such overtime is pre-approved in writing by the STAC Commander and Project Director and/or the STAC Executive Board and sufficient grant funds exist from the original award in the amount of $188,990.67 received from the Alabama Department of Economic and Community Affairs (ADECA), Law Enforcement/Traffic Safety Division to reimburse such overtime.

3. **Equipment/Services.** The City of Huntsville will only reimburse any party to this agreement for the purchase of equipment and/or services as required for the sole use and benefit of the Huntsville-Madison County Strategic Counterdrug Team and only if such expenditures are pre-approved in writing by the STAC Commander and/or the STAC Executive Board and sufficient grant funds exist from the original award in the amount of $269,854.67 received from the Alabama Department of Economic and Community Affairs (ADECA), Law Enforcement Division to reimburse for such equipment and/or services.

4. Payments. All payments for reimbursement pursuant to this Agreement shall be paid within 60 days of receipt of invoice.

5. No Liability. The agency/entity seeking reimbursement from the City of Huntsville pursuant to this Agreement shall be solely responsible for payment of all state, federal, and local taxes in connection with payments made by City pursuant to this Agreement.

6. Injuries; Waiver. Unless self-insured, the Madison County Commission is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of their agents and/or employees. The Madison County Commission waives any and all rights to recovery from the City of Huntsville for any injuries that the Madison County

Commission (and/or its agents and/or employees) may sustain while performing services under the above referenced grant and/or this Agreement.

7. Hold Harmless and Indemnity Agreement/Madison County Commission. The Madison County Commission, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, and agents against all claims, damages, losses, and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from any acts performed by any employee employed by the Madison County Commission and working with the Huntsville-Madison County Strategic Counterdrug Team, including but not limited to (1) any claim for injury and/or death of such employee; and (2) any claim, attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom which is caused by any act or omission of such employee.

8. The status of Madison County under this agreement is as an independent contractor and it is understood and agreed that this agreement does not create a partnership or joint venture between Madison County and Huntsville and that Madison County is not an agent of Huntsville.

9. Assignment. No party may assign this Agreement (by operation of law or otherwise) without the written consent of the other parties.

10. Term. This agreement shall terminate at midnight on September 30, 2013.

11. Governing Law. This Agreement is made in and shall be governed by the laws of the State of Alabama.

12. Headings. The Section Headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

13. Amendments in Writing. This Agreement may not be amended or modified unless such amendment is (i) in writing, (ii) signed by authorized representatives of all parties.

14. Waiver. The failure by a party to exercise or enforce any right hereunder shall not operate as a waiver of such party's right to exercise or enforce such right or any other right in the future.

15. Severability. If any provision of this Agreement shall be deemed to be invalid, void, or unenforceable then it shall be severed and not affect any other provisions contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CITY OF HUNTSVILLE, ALABAMA,
A municipal corporation

ATTEST:_____
Charles E. Hagood
Clerk-Treasurer

By:_____
Tommy Battle
Mayor City of Huntsville

MADISON COUNTY COMMISSION

ATTEST:_____

By:_____
Dale Strong
Chairman, Madison County Commission
11/25/13