

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 3/14/2013

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Transfer of grant funds to Madison County Commission

Exact Wording for the Agenda:

Authorizing the Mayor to execute an agreement with the Madison County Commission for the transfer of grant funds.

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 will allow for the transfer of grant funds to the Commission for use by the regional law enforcement team. No matching funds are required.

Associated Cost: 22300

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Wilbur L. Griffin

Date: 2/14/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA Council Meeting Date: 3/14/2013

Department Contact: Bill Sizemore Phone # 5130

Contract or Agreement: Agreement with the Madison County Commission

Document Name: Agreement Between the Huntsville-Madison county EMA and The Madison County C...

City Obligation Amount: 22,300.00

Total Project Budget: 22300.00

Uncommitted Account Balance:

Account Number: 01-5266-0510-1380

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

State Other	Grant Name:
<u>11 LEL</u>	<u></u>

Department	Signature	Date
1) Originating	<i>Bill Sizemore</i>	<u>2/14/13</u>
2) Legal	<i>Mary Clates</i>	<u>2/19/13</u>
3) Finance <i>AC</i>	<i>H J</i>	<u>2/17</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and 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 Huntsville Madison County Emergency Management Agency and the Madison County, Alabama Commission for the transfer of grant funds"

consisting of a total of four (4) pages, and the date of March 14, 2013, appearing on the margin of 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, Alabama.

ADOPTED this the 14th day of March, 2013.

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

APPROVED this the 14th day of March, 2013.

Mayor of the City of
Huntsville, Alabama

**AGREEMENT BETWEEN THE
HUNTSVILLE-MADISON COUNTY EMERGENCY
MANGEMENT AGENCY AND THE
MADISON COUNTY, ALABAMA
COMMISSION FOR THE TRANSFER
OF GRANT FUNDS**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is entered into on this the 27th day of September, 2012, by and between the HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (hereinafter "EMA"), the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama, (hereinafter "City") and the MADISON COUNTY COMMISSION (hereinafter "MADISON COUNTY").

WHEREAS, EMA has entered into the following grants or cooperative Agreements in furtherance of preparing emergency services to respond to acts of terrorism and other emergencies that threaten the public's safety and to enhance the capacity for emergency services within the State of Alabama:

A grant having been made to the Huntsville-Madison County EMA as approved by City of Huntsville Resolution No. 11-943 adopted December 15, 2011 for \$22,300.00 (11 LEL) to be used to support response efforts throughout the North Alabama region; and

WHEREAS EMA wishes to distribute \$22,300.00 (11 LEL) of said funds to MADISON COUNTY for its preparation for response to acts of terrorism.

WITNESSETH

NOW THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, and for other good and valuable consideration hereinafter provided, the parties do hereby agree as follows:

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

Date: _____

1. EMA and the City agree to pay MADISON COUNTY a total of \$22,300.00 from 11 LEL contingent upon EMA and the City receiving the funds for such award from the Alabama Department of Homeland Security and MADISON COUNTY performing its obligations under this Agreement.

2. MADISON COUNTY shall use the said funds to provide training and equipment for responders throughout the county.

3. Title to any equipment purchased shall revert to EMA if MADISON COUNTY ceases to use said equipment for the purposes detailed in this Agreement.

4. MADISON COUNTY agrees to assist and cooperate with EMA in providing all documentation required by the Alabama Department of Homeland Security to ensure compliance with the terms and conditions of the above referenced contract between the Alabama Department of Homeland Security and EMA.

5. MADISON COUNTY shall complete all expenditures under this agreement and submit all invoices therefore no later than the ending date(s) of the grant, including extensions and submit all invoices to the Director of EMA for reimbursement.

6. MADISON COUNTY shall be solely responsible for payment of all state, federal, and local taxes in connection with payments made by EMA and the City pursuant to this Agreement.

7. Unless self-insured, MADISON COUNTY is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of its agents and/or employees. MADISON COUNTY waives any and all rights to recovery from the City and EMA for any injuries that Madison County (and/or its agents and/or employees) may sustain while performing services under the above referenced grant and/or this Agreement.

8. MADISON COUNTY, to the fullest extent permitted by law, shall indemnify and hold harmless EMA and the City of Huntsville, their 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 or agent employed by Madison County's program, 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 or agent.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

10. This Agreement contains the entire agreement of the parties and there are no other promises or conditions whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. All modifications or amendments to this Agreement must be in writing and executed by all parties.

13. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. This Agreement shall become effective upon its execution.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

CITY OF HUNTSVILLE, ALABAMA
A municipal corporation

By: _____
Tommy Battle
ITS: Mayor

ATTEST:

By: _____
Charles E. Hagood
City of Huntsville Clerk-Treasurer

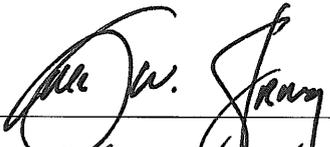
**THE HUNTSVILLE-MADISON
COUNTY EMERGENCY
MANAGEMENT AGENCY**

By: 
Date: 2/7/13

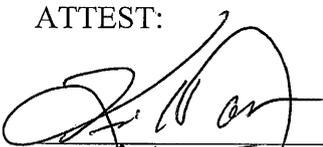
ATTEST:



MADISON COUNTY COMMISSION

By: 
ITS: Chairman, 11/30/12

ATTEST:


By: Kevin Jones
Its: Secretary/ADMINISTRATOR



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Fax: 256-518-3681

December 3, 2012

Charles E. Hagood
Clerk-Treasurer
City of Huntsville
P. O. Box 308
Huntsville, Alabama 35804

Re: Agreement Between the Huntsville-Madison County Emergency Management and the Madison County Commission

Dear Chuck:

Please find enclosed three originals of the above-referenced Agreement, as approved by the Madison County Commission at its November 19, 2012, meeting. Please obtain the appropriate signatures and return one of the originals to me for my file. If you have any questions, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Rich", written over a horizontal line.

J. Jeffery Rich
FOR THE FIRM

JJR/cbe
Enclosures