CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 5/9/2013

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Agreement with the Jackson County, Alabama Commission

Exact Wording for the Agenda:

Authorizing the Mayor to enter into an agreement with the Jackson County, Alabama 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 transfer will provide for the participation of Jackson County in a regional exercise. No matching funds are required.

Associated Cost: 638.84

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____

Date: 4/25/2013

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **EMA** Council Meeting Date: **5/9/2013**

Department Contact: **Bill Sizemore** Phone # **5130**

Contract or Agreement: **Agreement with the Jackson County Commission**

Document Name: **Agreement between the City of Huntsville DBA Huntsville-Madison County Emergenc...**

City Obligation Amount: **638.84**

Total Project Budget: **638.84**

Uncommitted Account Balance:

Account Number: **01-5266-0510-1393**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

State Other	**Grant Name:**
	0 MRS

Department	Signature	Date
1) Originating	Bill Sizemore	4/25/13
2) Legal	Mary C Cates	5/2/13
3) Finance	[illegible]	4/29
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 of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville DBA The Huntsville-Madison County Emergency Management Agency and the Jackson County, Alabama Commission for the transfer of grant funds, 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, DBA The Huntsville-Madison County Emergency Management Agency and The Jackson County, Alabama Commission for the transfer of grant funds" consisting of a total of four (4) pages, and the date of May 23, 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 23rd day of May, 2013.

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

APPROVED this the 23rd day of May, 2013.

_____
Mayor of the City of Huntsville,
Alabama

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

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is entered into on this the 23rd day of May, 2013, 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 JACKSON COUNTY, ALABAMA COMMISSION (hereinafter "JACKSON 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, adopted January 24, 2013 for $26,440.00 (0 CBS) to be used to support exercise efforts throughout the North Alabama region; and

WHEREAS EMA wishes to distribute $638.84 (0 CBS) of said funds to JACKSON COUNTY for its participation in a regional exercise.

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: 5/23/13

1. EMA and the City agree to pay JACKSON COUNTY a total of $638.84 from 0 MRS contingent upon EMA and the City receiving the funds for such award from the Alabama Department of Homeland Security and JACKSON COUNTY performing its obligations under this Agreement.

2. JACKSON COUNTY shall use the said funds to provide personnel and equipment for a regional exercise.

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

4. JACKSON 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. JACKSON 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. JACKSON 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, JACKSON 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. JACKSON COUNTY waives any and all rights to recovery from the City and EMA for any injuries that JACKSON COUNTY (and/or its agents and/or employees) may sustain while performing services under the above referenced grant and/or this Agreement.

8. JACKSON 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:_____

ATTEST:

_____

JACKSON COUNTY , ALABAMA COMMISSION

By:_____

ITS:

ATTEST:

_____

By:
Its: