CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 6/27/2013

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Agreement with the City of Madison

Exact Wording for the Agenda:

Authorizing the Mayor to enter into an agreement with the City of Madison, Alabama 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 provide sustainment funds for the heavy rescue team. No matching funds are required.

Associated Cost: 6233.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: William S. Spinner

Date: 6/13/2013

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **EMA**

Council Meeting Date: ~~5/23/2013~~ 6/27/13

Department Contact: **Bill Sizemore**

Phone # **5130**

Contract or Agreement: **Agreement with the City of Madison, Alabama**

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

City Obligation Amount: **$233.00**

Total Project Budget: **$233.00**

Uncommitted Account Balance:

Account Number: **01-5266-0510-1392 and 01-5266-0510-1393**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

State Other	**Grant Name:** 0 CBS and 2 FIL

Department	Signature	Date
1) Originating	Bill Sizemore	5/9/13
2) Legal	Mary C. Cates	5/12/13
3) Finance	[illegible]	5/10/13
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 Huntsville-Madison County Emergency Management Agency and the City of Madison, to provide funding for sustainment of the heavy rescue team 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 Huntsville-Madison County Emergency Management Agency and the City of Madison to provide funding for sustainment of the heavy rescue team consisting of a total of five (5) pages, and the date of June 27, 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 27th day of June, 2013.

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

APPROVED this the 27th day of June, 2013.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE DBA HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY AND THE CITY OF MADISON TO PROVIDE FUNDING FOR SUSTAINMENT OF THE HEAVY RESCUE TEAM

AGREEMENT

THIS AGREEMENT is entered into on this the 27th day of June, 2013, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama, doing business as the HUNTSVILLE-MADSION COUNTY EMERGENCY MANAGEMENT AGENCY ("EMA") and the CITY OF MADISON, a municipal corporation in the State of Alabama.

WITNESSETH

WHEREAS EMA has received a grants accepted by the City of Huntsville by adoption of resolution #12-990 on November 15, 2012 in the amount of $6,233.00 (2FIL) from the Alabama Department of Homeland Security, said funds to be used to provide training and sustainment funding for Alabama Mutual Aid System teams for the grant year of 2013.

WHEREAS the Cooperative Agreement included in the grant provides that the funds are to be for the benefit of all the citizens of Madison County, Alabama;

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:

1. The CITY OF MADISON shall use $6,233.00 in funds provided by 2 FIL pursuant to this Agreement to equip train responders, as outlined in the attached budget detail worksheets (Attachment "A"), to respond incidents as may be required by a WMD (Weapons of Mass Destruction) event.

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

Date: 6/27/2013

2. Invoices for the purchases of such training and equipment shall be furnished to the Director of the Huntsville-Madison County Emergency Management Agency on a monthly basis, so that EMA can reimburse The CITY OF MADISON for the purchases.

3. The CITY OF MADISON 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 Alabama Homeland Security Grant to the Huntsville-Madison County Emergency Management Agency.

4. The CITY OF MADISON shall complete all training under this agreement and submit all invoices therefore no later than the end of the grant period.

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

6. 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.

7. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

8. 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.

9. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. This Agreement shall become effective upon its execution by all parties.

11. 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

CITY OF MADISON, ALABAMA
A municipal corporation

By:_____

ITS: Mayor

ATTEST:

_____
By:
Its:

ATTACHMENT "A"

Department of Homeland Security

State of Alabama

Robert Bentley
Governor

Spencer Collier
Director

October 15, 2012

MEMORANDUM

TO: Madison County EMA

FROM: Robert Ratliff
Assistant Director of Accounting and Grants

SUBJECT: Grant Agreements

Enclosed is your grant agreement for the U.S. Department of Homeland Security (DHS) FY 2012 State Homeland Security Grant Program (SHSGP). Please read the agreement carefully, initial the bottom of each page, and sign pages 8 and 11. Return one original grant agreement to our office for processing, and retain one original grant agreement for your files.

The breakdown of the enclosed grants for your County is as follows:

2FIL (Heavy 1) $4,330.00 (Equipment Partially Funded)
$1,903.00 (Exercise Only)
$6,233.00

2FIL (HazMat 2) $10,800.00 (Approved Training)
$1,903.00 (Exercise Only)
$12,703.00

2LEL (Madison CO SO) $25,000.00 (Regional Law Enforcement Team)

Spending is not authorized until a budget detail worksheet has been approved and one original copy of each grant agreement has been returned correctly signed. Once your jurisdiction's grant agreement is received at ALDHS, an email notification authorizing the expenditure of grant funds will be sent.

Please note that the CFDA number on pages 2-11 of your grant is incorrect. The CFDA number on those pages is 97.055, but the correct number is 97.067. Please make a note of this on the copies of the grants that you retain for your records. If you have any additional questions or concerns, please contact the Grant Program Manager for your County, Debbie Link or Terisa Rigby. Thank you for your continued support and hard work.

#1

PO BOX 304115 • MONTGOMERY, ALABAMA, 36130 • Phone (334) 353-3050 • Fax (334) 353-3071

Sincerely,

Robert Ratliff
Assistant Director of Accounting and Grants

#2