CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 7/11/2013

Action Requested By:
Police

Agenda Item Type
Resolution

Subject Matter:

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

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and Madison County Commission for the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG).

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 from the grant funds provided by the FY 2013 Edward Byrne Memorial Justice Assistance Grant (JAG). The City of Huntsville will split the $147,958 grant award with the Madison County Commission. ($73,979 for the City of Huntsville and $73,979 for the Madison County Commission)

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Lewis Morris

Date: 6/18/2013

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Police** Council Meeting Date: **7/11/2013**

Department Contact: **Jessica Winn** Phone # **(256) 427-7002**

Contract or Agreement: **Memorandum of Understanding between City of Huntsville and Madison Coun...**

Document Name:

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	**Select...**

Grant-Funded Agreements

Select...	**Grant Name:**

Department	Signature	Date
1) Originating	Lewis Morris	6/18/2013
2) Legal	Mary C. Cato	7/2/2013
3) Finance		6/20
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 13 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor in his official capacity, be, and is hereby authorized and requested to enter into an Agreement between the Madison County Commission and the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Memorandum of Understanding Between the City of Huntsville, Alabama and the Madison County, Alabama Commission," consisting of three (3) pages, and the date of July 11, 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 11th day of July, 2013.

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

ADOPTED this the 11th day of July, 2013.

_____
Mayor of the City of Huntsville,
Alabama

Memorandum of Understanding Between the City of Huntsville, Alabama and the Madison County, Alabama Commission

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding 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, Alabama Commission (hereinafter referred to as "Madison County"),

WHEREAS, the City of Huntsville has applied for a FY 2013 Edward Byrne Justice Assistance Grant (JAG) from the United States Department of Justice and desires for a portion of the grant funds to be used by Madison County for the Gang Intervention and Violence Education (G.I.V.E.) program and equipment upgrades; and

WHEREAS, the City of Huntsville desires to provide the Madison County Commission with $73,979.00 from the JAG award and believes that it is in the best interests of the City of Huntsville and Madison County to reallocate a portion of the JAG funds from the above referenced grant; and

WHEREAS, allocating the said funds to Madison County is consistent with the terms of the said grant; therefore

WITNESSETH

It is understood by the parties hereto, as follows:

1. City agrees to pay County a total of $73,979.00 from the FY 2013 Byrne Justice Assistance Grant (JAG) Program Award, contingent upon City receiving the sum of $147,958.00 for such award from the U.S. Department of Justice, Bureau of Justice Assistance and Madison County performing its obligations under this Agreement. The County shall use the funds exclusively for the Gang Intervention and Violence Education (G.I.V.E.) Program, and equipment upgrades from the time of receipt of said funds by City through September 2014.

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

Date:_____

City shall reimburse County for the purchase of equipment and/or services as required for the sole use and benefit of the G.I.V.E. and equipment upgrades if such expenditures are pre-approved in writing by City and sufficient grant funds exist from the original award in the amount of $147,958.00 received from the U.S. Department of Justice, Bureau of Justice Assistance to reimburse for such equipment and/or services. In no event shall total payments to the County hereunder exceed $73,979.00.

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

3. 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.

4. County shall be solely responsible for payment of all state, federal, and local taxes in connection with payments made by City pursuant to this Agreement.

5. 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.

6. 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 Gang Intervention and Violence Education (G.I.V.E) 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.

7. No party may assign this Agreement (by operation of law or otherwise) without the written consent of the other party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

8. This agreement shall terminate at midnight on September 30, 2014.

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

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

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

12. 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.

13. 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 Memorandum of Understanding 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