

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 12/19/2013

Action Requested By:  
Fire and Rescue

Agenda Item Type  
Resolution

Subject Matter:

Approval of Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Science and Engineering Services, Inc. for the provision and use of Firefighting equipment.

**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 provide public safety and economic benefits to both the City of Huntsville and Science and Engineering Services, Inc.

Associated Cost: \$0.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: HW McFady

Date: 12/5/2013

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Fire and Rescue Council Meeting Date: 12/19/2013

Department Contact: Tiffany Brown Phone # 256-427-7402

Contract or Agreement: Agreement Between The City of Huntsville and Science and Engineering Servic...

Document Name: Routing Slip Science and Engineering Services 12-19-0213

City Obligation Amount:  \$0.00

Total Project Budget:  \$0.00

Uncommitted Account Balance:  \$0.00

Account Number:  N/A

### Procurement Agreements

<b>Not Applicable</b>	<b>Not Applicable</b>
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### Grant-Funded Agreements

<b>Not Applicable</b>	Grant Name: <input style="width: 90%;" type="text" value="N/A"/>
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Department	Signature	Date
1) Originating	<i>AW McFarland</i>	12-5-13
2) Legal	<i>Matthew C. Cates</i>	12/11/13
3) Finance <i>CC</i>	<i>[Signature]</i>	12/13/13
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 Council of the City of Huntsville, Alabama, that the Mayor be and is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and Science and Engineering Services Inc., 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 Science and Engineering Services, Inc., for the provision and use of Firefighting equipment" consisting of five (5) pages and the date of December 19, 2013, appearing in 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 19th day of December, 2013.

\_\_\_\_\_  
President or President Pro Tem of  
the City Council of the City of  
Huntsville, Alabama

**APPROVED** this the 19th day of December, 2013.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN THE CITY  
OF HUNTSVILLE, ALABAMA AND SCIENCE AND  
ENGINEERING SERVICES, INC. FOR THE  
PROVISION AND USE OF  
FIREFIGHTING EQUIPMENT**

STATE OF ALABAMA    )  
COUNTY OF MADISON    )

**AGREEMENT FOR THE PROVISION AND  
USE OF FIREFIGHTING EQUIPMENT**

This Agreement is entered into this 19<sup>th</sup> day of December, 2013 by and between the City of Huntsville (hereafter "City"), a municipal corporation in the State of Alabama and Science and Engineering Services, Inc. (hereafter "SES"), a Maryland corporation with facilities located in Huntsville, Alabama.

**RECITALS**

**WHEREAS**, SES operates two facilities in Huntsville, Alabama, one of which is the facility located at 248 Dunlop Boulevard, Huntsville, Alabama (hereinafter referred to as the "Dunlop Facility"); and

**WHEREAS**, SES employs workers at its Huntsville facilities; and

**WHEREAS**, the presence of SES contributes to the economic well being of the City of Huntsville; and

**WHEREAS**, SES has its own ARFF truck in place at the Dunlop Facility; and

**WHEREAS**, pursuant to contracts it has in place with the United States government, SES is required to have a backup pumper truck available for use at the Dunlop Facility;

**WHEREAS**, the Huntsville Fire and Rescue Department provides fire and rescue services to the Dunlop Facility; and

**WHEREAS**, the Huntsville Fire and Rescue Department is willing to provide a backup pumper truck and necessary crew to the Dunlop Facility for a limited time period, as City resources permit; and

**WHEREAS**, SES is willing to reimburse the City for the costs of providing the pumper truck and crew; and

**WHEREAS**, providing the pumper truck and crew will provide public safety and economic benefits to both the City and SES;

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama  
Date: 12/19/2013

## WITNESSETH

**NOW, THEREFORE**, it is agreed and understood between the parties as follows:

1. The City agrees to provide a pumper truck to remain on standby at the Dunlop Facility for a period of up to twenty-four (24) hours upon the request of SES. SES will request the use of a City truck only when its ARFF truck is out of service. The Chief of the City's Fire and Rescue Department (hereinafter referred to as the "Chief") may, at his discretion, authorize the placement of a City pumper truck at the Dunlop Facility for a period of time greater than twenty-four (24) hours. The City's obligation to place the pumper truck at the Dunlop Facility is contingent upon the availability of City resources and the safety of City personnel as determined by the Chief. The City may remove the said pumper truck from the Dunlop Facility at any time if the Chief determines that said removal is necessary to meet the public safety needs of the City of Huntsville or for the safety of the City's employees.

2. The said pumper truck shall be staffed at all times by City Fire and Rescue personnel in number and composition as are determined necessary by the Chief.

3. Because the Dunlop Facility is within the city limits of Huntsville, the Huntsville Fire and Rescue Department will respond to fire and rescue emergencies at the Dunlop facility as permitted by the availability of City resources and manpower. The parties acknowledge and understand that SES has its own Fire Department, and that upon Huntsville Fire & Rescue's arrival to any emergency, command will be turned over to the City and SES Fire will become support for the City efforts.

4. SES shall reimburse the City for the use of the said pumper truck at the hourly rate specified for said equipment in the "Schedule of Equipment Rates" of the Department of Homeland Security, Federal Emergency Management Agency. Reimbursement shall be at the rate current at the time of SES's use of the pumper truck and shall cover the time period during which the said pumper truck is dispatched to the Dunlop Facility. SES shall also pay to the City all labor costs (including overtime and benefits) of all City personnel incurred for staffing the pumper truck provided pursuant to this Agreement.

5. SES shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City, its officials, officers, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages arising or alleged to have arisen out of the performance of this Agreement (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). SES further agrees to indemnify for all worker's compensation costs incurred by the City and which arise out of the performance of this Agreement. SES's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the indemnitees. SES's duties hereunder shall survive the termination or expiration of this Agreement.

6. SES shall obtain and maintain in effect throughout the term of this agreement, bodily injury and property damage liability insurance, written on an occurrence basis, in a minimum amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for the injury to or death of any one person and ONE MILLION DOLLARS (\$1,000,000.00) for the injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000.00). Such insurance shall specifically insure SES against all liability assumed by SES hereunder as well as liability imposed by law, and shall insure both the City, its officials, officers, employees, agents, contractors and volunteers performing an authorized city function, who shall be named as Additional Insureds, and SES, but shall be so endorsed as to create the same liability on the part of the insurer as though a separate policy had been written for the City and SES. Additional Insured status on the CGL shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide coverage as per this Agreement. Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama with an A. M. Best's rating of no less than "A" and must be approved by the City Attorney of the City of Huntsville within seven (7) days of the effective date of this Agreement. City may, at any time, require SES to provide a Certificate of Insurance or other proof of insurance.

7. The effective date of this Agreement shall be the date upon which it is executed by the last of the parties to execute it.

8. The term of this Agreement shall be a period of three (3) years from the effective date. The term of this Agreement may be extended by mutual agreement of the parties.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by the Alabama courts. Proper venue to enforce the terms of this Agreement shall be in the state and federal courts of Madison County, Alabama.

10. Any party hereto may terminate this Agreement at any time by giving thirty (30) days notice of the intention to do so to any and all other parties. Said notice shall be sent to the following addresses:

If to the City:           Huntsville Fire and Rescue Department  
                                  Attention: Chief  
                                  815 Wheeler Avenue  
                                  Huntsville, Alabama 35801

If to SES:                 SES  
                                  Attention: Chief Operating Officer  
                                  4015 Pulaski Pike, NW  
                                  Huntsville, Alabama 35810.

11. The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever unless executed in writing by a duly authorized representative of each party to this Agreement.

**[SIGNATURES FOLLOW ON THE NEXT PAGE.]**

**CITY OF HUNTSVILLE, ALABAMA**  
A municipal corporation

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

**ATTEST:**

\_\_\_\_\_  
Charles E. Hagood  
City Clerk Treasurer

**SCIENCE AND ENGINEERING SERVICES, INC.**

By:         *Rachel Palotta*          
Its: *Chief Operating Officer*