

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 2/27/2014

Action Requested By:
Police

Agenda Item Type
Resolution

Subject Matter:

Agreement between the City of Huntsville (Police Dept) and the Morgan County Sheriff's Office

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement between the Morgan County Sheriff's Office and the City of Huntsville for the donation of a drug detection dog to Morgan County Sheriff's Office

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 donate a drug detection dog to the Morgan County Sheriff's Office K9 unit.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: *Reno Morris*

Date: 2/5/2014

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 2/27/2014

Department Contact: Jessica Winn

Phone # (256) 427-7002

Contract or Agreement: Agreement between City of Huntsville and Morgan County Sheriff's Office

Document Name: _____

City Obligation Amount: _____

Total Project Budget: _____

Uncommitted Account Balance: _____

Account Number: _____

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name: _____
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Department	Signature	Date
1) Originating	<i>Kevin Morris</i>	2/5/2014
2) Legal	<i>Mary C. Fates</i>	2/7/2014
3) Finance <i>CC</i>	<i>[Signature]</i>	2/7/2014
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is hereby authorized to enter into an Agreement between the City of Huntsville and the Morgan County Sheriff's Office, 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 "Memorandum of Agreement Between the City of Huntsville, Alabama and the Morgan County Sheriff's Office" consisting of two (2) pages, and the date of February 27, 2014, 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 27th day of February, 2014.

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

ADOPTED this the 27th day of February, 2014.

Mayor of the City of Huntsville,
Alabama

Memorandum of Agreement
Between the City of Huntsville,
Alabama and the Morgan County
Sheriff's Office

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered this the _____ day of February, 2014, by and between the City of Huntsville, Alabama, a municipal corporation, (hereinafter referred to as "Huntsville"), and Morgan County, Alabama, (hereinafter referred to as "Morgan County"),

WHEREAS, the City of Huntsville's police department is currently the owner of a female Labrador Retriever drug detection dog currently named Sadie (hereinafter referred to as the "K9"); and

WHEREAS, Huntsville no longer has a need for the services of the K9;
and

WHEREAS, Morgan County has a need for the services of K9; and

WHEREAS, Huntsville desires to donate to Morgan County, and Morgan County desires to accept the K9 according to the terms and conditions set forth herein;

WITNESSETH

It is understood by the parties hereto, as follows:

1. Huntsville hereby conveys to Morgan County the K9.
2. Morgan County accepts the K9 and assumes all risks associated with its use. Morgan County, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from actions or use of the K9. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

Date: _____

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

4. 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.

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

**MORGAN COUNTY, ALABAMA
A municipal corporation**

ATTEST: Ben Ak Ray

By: [Signature]
Ray Long
Chairman, Morgan County
Commission