CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 3/13/2014

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Agreement with the Cullman County Commission

Exact Wording for the Agenda:

Authorizing the Mayor to execute an agreement with the Cullman County Commission.

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 for the transfer of personal property. No match required.

Associated Cost:

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: William G. Spain

Date: 2/26/2014

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **EMA** Council Meeting Date: **3/13/2014**

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

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

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

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number: **01-5266-0510-1317**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

State Other	**Grant Name:**

Department	Signature	Date
1) Originating	Bill Sizemore	2/26/14
2) Legal	Mary C Cates	3/4/14
3) Finance		2/27
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 14-_____

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 Cullman County, Alabama Commission for the transfer of personal property, 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 Cullman County, Alabama Commission for the transfer personal property" consisting of a total of five (5) pages, and the date of March 13, 2014, 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 13th day of March, 2014.

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

APPROVED this the 13th day of March, 2014.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, DBA THE HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY AND THE CULLMAN COUNTY, ALABAMA COMMISSION FOR THE TRANSFER OF PERSONAL PROPERTY

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is entered into on this the 13th day of March, 2014, 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 CULLMAN COUNTY, ALABAMA COMMISSION (hereinafter "CULLMAN 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 by resolution 13-810, adopted October 10, 2013 for $10,000.00 (SNS) to be used to support the Strategic National Stockpile program throughout the North Alabama region; and

WHEREAS EMA wishes to distribute property as outlined in attachment "A" to CULLMAN COUNTY for its participation in the Strategic National Stockpile program (SNS).

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:_____

1. EMA and the City agrees to transfer to CULLMAN COUNTY the property listed in attachment "A" contingent upon EMA and the City receiving the funds for such award from the Alabama Department of Public Health and CULLMAN COUNTY performing its obligations under this Agreement.

2. CULLMAN COUNTY shall use the said property in the furtherance of the SNS program.

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

4. CULLMAN COUNTY agrees to assist and cooperate with EMA in providing all documentation required by the Alabama Department of Public Health to ensure compliance with the terms and conditions of the above referenced contract between the Alabama Department of Public Health and EMA.

5. CULLMAN 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.

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

7. CULLMAN 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.

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

9. 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.

10. All modifications or amendments to this Agreement must be in writing and executed by all parties.

11. 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.

12. This Agreement shall become effective upon its execution.

13. 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

CULLMAN COUNTY, ALABAMA
COMMISSION

By:_____

ITS:

ATTEST:

_____
By:
Its:

SCHEDULE "A"

1 Road Signs
2 Barricades